PROJECT MANUAL For:

BIDDING of:

JOB ORDER CONTRACTING (JOC) GENERAL CONSTRUCTION ELECTRICAL MECHANICAL

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES FACILITIES MANAGEMENT A/E & E/S 633 West Wisconsin Avenue, Suite 1000 Milwaukee, Wisconsin 53203 Project No. 5740-23999

BIDDING of:

JOB ORDER CONTRACTING (JOC) SERVICES:

General Construction Electrical Mechanical

Project Number: 5740-23999

Prepared by: DEPARTMENT OF ADMINISTRATIVE SERVICES ARCHITECTURE, ENGINEERING AND ENVIRONMENTAL SERVICES DIVISION 633 West Wisconsin Avenue Suite 1002 Milwaukee, Wisconsin 53203 (414) 278-3922

DATE: December 7, 2022

Plan Distribution and Bidders List Bid Express

https://www.bidexpress.com/businesses/24937/home

BIDDING QUESTIONS:

Project Management

Architecture, Engineering, & Environmental Services Katie Bainer (414) 278-4874

Community Business Development Partners Lamont Robinson (414) 278-4749

EEO Contract Compliance Paul Grant (414) 278-4292

Consultants

JOB ORDER CONTRACTING (JOC) System

GORDIAN Khari Andrews 773-554-2299

DOCUMENT 00 01 10 TABLE OF CONTENTS

		Pages Through
<u>TITLE</u> 00 01 01 Title Page		1 Page
	ENT AND CONTRACTING REQUIR	<u>EMENTS</u>
00 01 10 Table of Contents		00 01 10 - 01
00 11 16 Invitation to Bid		00 11 16 - 04
00 21 13 Instructions to Bid	ders	00 21 13 - 10
00 25 13 Pre-Bid Meetings	46.6	00 25 13 - 01
00 40 00 Bid Entry Informat	ion	00 40 00 - 02
00 41 00 Bid Price Form		00 41 00 - 01
00 43 00 Procurement Forn	n Supplements	00 43 00 - 19
00 52 13 Agreement Form	• •	00 52 13 - 01
00 62 00 Project Forms		00 62 00 -13
00 63 63 Change Orders, E	xtra Work, and Claims	00 63 63 - 01
00 65 00 Project Closeout F		00 65 00 - 11
	s of the Contract/Modifications	00 72 00 - 64
00 73 10 JOC Supplementa		00 73 10 - 13
00 73 19 Health and Safety		00 73 19 - 29
	t Opportunity Requirements	00 73 36 - 15
00 73 43 Federal Wage Rat	•	00 73 43 - 01
00 73 50 Contractor Reside	ncy Program Provisions	00 73 50 - 02
DIVISION 01 - GENERAL RE	QUIREMENTS	
01 11 00 Summary of Work		01 11 00 - 05
01 20 00 Price and Paymer	it Procedures	01 20 00 - 03
01 30 00 Administrative Rec	quirements	01 30 00 - 04
01 33 00 Submittal Procedu	ires	01 33 00 - 06
01 35 13.13 Special Project	Procedures for Airport Facilities	01 35 13.13 - 08
01 35 43.13 Environmental	Procedures for Hazardous Materials	01 35 43.13 - 02
01 35 46 Indoor Air Quality	Procedures	01 35 46 - 05
01 40 00 Quality Requirement	ents	01 40 00 - 04
01 50 00 Temporary Faciliti	es and Controls	01 50 00 - 11
01 60 00 Product Requirem	ents	01 60 00 - 02
01 70 00 Execution and Clo	seout Requirements	01 70 00 - 07
01 74 19 Construction Was	te Management and Disposal	01 74 19 - 09

DOCUMENT 00 11 16 INVITATION TO BID

NOTICE TO CONTRACTORS

DESCRIPTION

Project: MILWAUKEE COUNTY

JOB ORDER CONTRACTING (JOC)

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES

FACILITIES MANAGEMENT A/E & E/S 633 West Wisconsin Avenue, Suite 1000

Milwaukee, Wisconsin 53203

Project No.: 5740-23999

5740 - 23999 - 01 - General Construction

5740 - 23999 - 02 - Mechanical 5740 - 23999 - 03 - Electrical

Pre-bid Meeting: See Pre-bid Meetings, Document 00 25 13.

2. BID

Bids are to be completed online in Bid Express internet Bidding System at https://www.bidexpress.com/businesses/24937/home no later than 2:00 P.M., January 18, 2023.

For Federal or State funded projects only: Milwaukee County will publicly open bids after Bid due time at 633 W. Wisconsin Ave., 10th Floor, Milwaukee WI.

Milwaukee County advertisement of project bidding and bid summary results will be posted on the Bid Express site and or Milwaukee County website at www.county.milwaukee.gov

Bid summary results may be available a few days following the Bid Due time.

BID DOCUMENTS

Bidding document distribution will be online in Bid Express internet Bidding System at https://www.bidexpress.com/businesses/24937/home

All bidders must meet the minimum software requirements of the bidding website and be able to view, enter, scan and upload PDF files to submit a bid.

BIDDERS WHO SUBMIT A BID SHALL OBTAIN DOCUMENTS AND BE A PLAN HOLDER OF RECORD AT BID EXPRESS. BIDS FROM BIDDERS WHO ARE NOT ON THE PLAN HOLDERS LIST WILL BE REJECTED AS BEING NON-RESPONSIVE.

4. QUALIFICATION OF BIDDERS

Prime Contractors submitting a Bid shall be Qualified by Milwaukee County prior to submitting a Bid. See Document 00 21 13 Instructions to Bidders Article 14 - Qualification of Bidders. Bidders must be pre-qualified by the following date: **2:00 P.M., January 12, 2023.**

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Bidders attention is called to the "Notice of Requirements for Affirmative Action to Insure Equal Employment Opportunity" contained in bid documents.

6. TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing the Milwaukee County Target Enterprise (TBE) Program for inclusion of small business. The Targeted Business Enterprise (TBE) Requirements outlined below must be met for all County funded Projects/Job Orders.

Target firms may include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

Meeting TBE Contract participation goals may be achieved utilizing any combination of TBE firms, whether DBE, SBE, MBE, or WBE. There are no percentage goals assigned directly to any of the types of firms. This allows for increased participation by providing opportunities for multiple certifications to be included in the project. TBE Prime's will receive credit towards the goal for work they self-perform.

The Target Enterprise participation goal for this Contract is 25% and will be considered on a Job Order by Job Order basis. If awarded a Contract, you must submit a Commitment to Contract with TBE Form with each Job Order Package. If awarded a Contract, you must submit with each Job Order Proposal/Package a Subcontractor Form listing all subcontractors as well as signed Commitment to Contract with TBE (TBE-14) forms, one for each of the TBE firms included to meet participation. TBE-14 form(s) must identify (1) the TBE firm by name and address, (2) the scope of work/service(s) to be provided, (3) the dollar amount of such work, and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE subcontractor for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. CBDP is entitled to reject your Job Order Package for improperly completed forms. If you are not able to meet the goal, you must submit the TBE-01 Good Faith Effort with the Job Order Proposal/Package.

Links to Directories for firms eligible for credit:

DBE http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx

MBE WBE http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program

Milwaukee County SBE https://mke.diversitycompliance.com/Default.aspx

SAM Directory for Federal SBE https://www.sam.gov/portal/SAM#1

CBDP may be contacted at 414-278-4851 or cbdpcompliance@milwaukeecountywi.gov for assistance in identifying TBE firms and understanding the Milwaukee County Target Enterprise Program.

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Prime

contractors/consultants are required to report payments received from the County and amounts paid to subcontractors/ sub-consultants. Subs will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one-hour webinar training. The County will enter the initial contract into the system, and the Prime will enter all subcontractors, including both TBE and non-TBE firms.

The Target Enterprise Utilization Specifications and forms to be used are included in the Project Manual.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This contract has a Disadvantaged Business Enterprise (DBE) goal of 25%. The Disadvantaged Business Enterprise (DBE) Requirements outlined below must be met for all Projects/Job Orders funded partially or wholly with Federal Funds.

If awarded a Contract, you must submit *Subcontractor/Supplier Information* with each Job Order Proposal/Package listing all subcontractors. Additionally, the award of this Contract is conditioned upon your good faith efforts in achieving the contract's DBE goal, and you must document those efforts by submitting with your Job Order Proposal/Package one of the following:

- 1. A signed and notarized *Commitment to Contract with DBE* (DBE-14) form, one for each of the DBE firms included to meet or exceed the DBE goal;
- 2. A Certificate of Good Faith Efforts (DBE-01) form and all relevant documentation, including a signed and notarized Commitment to Contract with DBE (DBE-14) form for each DBE, documenting the participation achieved toward satisfying the goal.

DBE-14 form(s) must identify (1) the DBE firm by name and address, (2) the scope of work/service(s) to be provided, (3) the dollar amount of such work, and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the DBE subcontractor for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. Community Business Development Partners (CBDP) is entitled to reject your Bid/Proposal for improperly completed forms.

A necessary step in the good faith efforts process is contacting CBDP at 414-278-4851 or cbdpcompliance@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed through the following link:

http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County's Disadvantaged Business Enterprise (DBE) Program, in compliance with County Ordinance and Federal Regulation. CBDP submits routine reports to the County Board, the Federal Aviation Administration (FAA), the Federal Transportation Administration (FTA), and the Federal Highway Administration (FHWA) for County and Federal spend; establishes participation goals, and monitors contracts for compliance with project specifications and applicable legislation. Reporting is accomplished from collection of data in the Diversity Management and Compliance System, utilizing B2GNow software. Prime contractors are required to report payments received from the County and amounts paid to subcontractors. Subcontractors will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one hour webinar training. The County will enter the initial contract into the system, and the

Prime will enter all subcontractors, including both DBE and non-DBE firms.

The Disadvantaged Business Enterprise (DBE) Utilization Specifications and forms to be used are included in the Project Manual/RFP.

7. BIDDING REQUIREMENTS

Accompany each contract bid with certified check for \$1,000.

No bids may be withdrawn for 60 days after bid due date.

Bidders shall be qualified in accordance with Chapter 43 of the Milwaukee County Ordinances.

Owner reserves right to reject bid, to waive informalities in bid or to accept bid which will be in best interest of Owner.

DOCUMENT 00 21 13 INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 Bidding Documents include Bidding Requirements and proposed Contract Documents. Bidding Requirements consist of Invitation to Bid, Instructions to Bidders, Bid Forms, Entries, and other bidding and contract forms. Proposed Contract Documents consist of Form of Agreement between Owner and Contractor, Conditions of Contract (General, Supplemental and other Conditions), Modification or Supplementary Conditions, JOC Supplemental Conditions, Construction Task Catalog®, Technical Specifications and Addenda issued before execution of Contract, and all Job Orders including related documents including but not limited to the Detailed Scope of Work and related Drawings, Job Order Proposal and any Supplemental Job Orders.
- 1.2 Definitions set forth in General Conditions of the Contract for Construction, AIA Document A201, JOC Supplemental Conditions or in other Contract Documents are applicable to Bidding Documents.
- 1.3 Time when bids are due: Prevailing Central Time in force at Milwaukee, Wisconsin on date set forth in Bid Documents.

2. DOCUMENTS

- 2.1 Bidding Documents are available as stated in Document 00 11 16, Invitation to bid.
- 2.2 Use complete sets of Bidding Documents in preparing Bids; neither Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- 2.3 In making copies of Bidding Documents available on above terms, Owner and Architect/Engineer do so only for purpose of obtaining Bids on Work and do not confer a license or grant permission for other use of Bidding Documents.

3. BIDDER'S REPRESENTATION

- 3.1 Bidder, by making a Bid, represents that:
- 3.1.1 Bid is made in accordance with Bidding Documents that Bidder has read and understands.
- 3.1.2 Bidder has read and understands Bidding Documents and Contract Documents, to extent that such documentation relates to Work for which bid is submitted.
- 3.1.3 Bid is based upon Contract Documents required without exception.

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 4.1 Carefully study and compare Bidding Documents with each other, and with other work being bid concurrently or presently under construction to extent that it relates to Work for which Bid is submitted, and at once report to Architect/Engineer errors, inconsistencies or ambiguities discovered.
- 4.2 Requests for clarification or interpretation of Bidding Documents shall be emailed to Katie Bainer at Katie.bainer@milwaukeecountywi.gov at least seven days before Bid Due Date time.

- 4.3 Interpretations, corrections, and changes to Bidding Documents will be made by written Addenda; interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding.
- 4.4 Failure to request clarification or interpretation of Contract Documents will not relieve Contractor of responsibility for compliance with Contract Documents. Signing of Agreement will be considered as indication that Contractor has thorough comprehension of full intent and scope of Contract Documents.

5. SUBSTITUTIONS

- 5.1 Materials, products and equipment described in the Contract Documents or Detailed Scope of Work of a Job Order establishes a standard of required function, dimension, appearance and quality to be met by proposed substitution.
- 5.2 No substitution will be considered after the issuance of a Job Order unless Architect/Engineer or Owner receives written request for approval at least seven days before the Job Order Completion Date. Include name of material or equipment for which substitution is proposed and a complete description of proposed substitution including drawings, performance and test data and other information necessary for evaluation. Include statement indicating changes in other materials, equipment or other portions of Work including changes in work of other contracts that incorporation of proposed substitution would require. Burden of proof of merit of proposed substitution is upon proposer. Architect/Engineer's or Owner's decision of approval or disapproval of proposed substitution shall be final.
- 5.3 If Architect/Engineer or Owner approves a proposed substitution after issuance of a Job Order, approval will be set forth in a Supplemental Job Order. Do not rely on approvals made in other manner.
- 5.4 Material and equipment must meet requirements as to type, quality, function, appearance, and physical dimensions of Detailed Scope of Work.
- 5.5 No substitute will be considered unless specifically provided in an Supplemental Job Order or Contract Documents.

ADDENDA

- 6.1 Addenda notification will be available to bidders who obtain Bid Documents from BID EXPRESS and Indicate they are a Plan holder.
- 6.2 Acknowledge receipt of Addenda issued on Bid submittal entry or bid may be rejected.

7. ADJUSTMENT FACTORS/FORM AND STYLE OF BIDS

- 7.1 There are five (5) Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.
- 7.2 The Adjustment Factors are as follows:
 - a. **Non-Federal Normal Working Hours Adjustment Factor**: Monday through Friday 7:00 am to 5:00 pm except Owner holidays.
 - b. **Non-Federal Other Than Normal Working Hours Adjustment Factor**: Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and Owner holidays.

- c. **Federal Funding Normal Working Hours Adjustment Factor**: Monday through Friday 7:00 am to 5:00 pm except Owner holidays.
- d. **Federal Funding Other Than Normal Working Hours Adjustment Factor**: Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and Owner holidays.
- e. Non Pre-priced Task Adjustment Factor: for Non Pre-priced Tasks.
- 7.3 The Non-Federal Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Non-Federal Normal Working Hours Adjustment Factor.
- 7.4 The Federal Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Federal Normal Working Hours Adjustment Factor.
- 7.5 The Non Pre-priced Task Adjustment Factor must be greater than or equal to 1.0000.
- 7.6 For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)			
Non-Federal Normal Working Hours	45%			
Non-Federal Other than Normal Working Hours	25%			
Federal Normal Working Hours	15%			
Federal Other than Normal Working Hours	10%			
Non Pre-priced	5%			

- 7.6 All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.
- 7.7 Include with each Bid legal name and address of Bidder and a statement that Bidder is sole proprietor, partnership, corporation or other legal entity. Each bid shall be signed by a person or persons legally authorized to bind Bidder to contract. If Bidder is a corporation, furnish state of incorporation and affix corporate seal.
- 7.8 Submit Bid on BID EXPRESS website only.
- 7.9 Complete all bid entries and attachment uploads. If Bid is not complete, Owner reserves right to reject bid.

8. SUBMISSION OF BIDS

8.1 Submit Bid online in BID EXPRESS internet Bidding System at https://www.bidexpress.com/businesses/24937/home

Bidder shall follow all required instructions, make Bid entries, upload completed attachments, acknowledge, and confirm acceptance in the BID EXPRESS System prior to Bid Due Date time listed on System Bid Documents. Bid entries after the Bid Due time will not be accepted. If Bid is not complete, Owner reserves right to reject bid.

- 8.2 Assume full responsibility for timely entry and acknowledgement designated for receipt of Bids.
- 8.3 Paper, oral, faxed, telephonic or telegraphic Bids are invalid and will not receive consideration.

9. BID SECURITY

- 9.1 Bid bond or certified bank check payable to Milwaukee County in amount of \$1,000 shall accompany each Contract bid as a guaranty that, if bid is accepted, bidder will submit signed contract and performance bonds within 10 days after contract award. Company executing bid bonds must be licensed to do business in Wisconsin. Checks will be cashed.
 - 9.1.1 Bid bond or check copy shall be scanned and uploaded with Bid entry. Copy of appropriate bid bond and check will be accepted at time bid entry is submitted, provided that original signed and sealed Bid bond or check is filed in office of Architecture, Engineering and Environmental Services Section, 633 West Wisconsin Avenue, Suite 1000, within 3 business days after apparent low bidder is notified that its bid has been recommended by Department of Administrative Services for acceptance.
- 9.2 Bid deposits will be returned upon receipt of signed Contract. Upon receipt of Contract, Bidder has 10 days, or such additional time for which there exists an excusable delay approved by Department of Administrative Services, to return signed Contract and Performance Bond or bid guarantee shall be forfeited as liquidated damages (Chapter 44 of Milwaukee County General Ordinances).
- 9.3 Checks will be released for refund within 7 days after signed Contract is received by Owner. Allow 2 weeks for Owner to issue refund check.

10. POWER OF ATTORNEY

10.1 Upload scanned certified and effective dated copy of Power of Attorney to each bid entry or Contract bond by Attorney-in-Fact executing documents.

11. MODIFICATION OR WITHDRAWAL OF BID

- 11.1 Bidder may modify its bid and submit new bid entries before the time bids are due. Bidder claiming error or omission after bid due time shall immediately notify Department of Administrative Services and bid shall be voided; bidder shall not be eligible to bid on Work unless it is rebid.
- 11.2 If error or omission is discovered after bid due time, immediately give written notice to Department of Administrative Services and present clear and satisfactory evidence that it was not caused by carelessness in examining bidding documents. In accordance with Department of Administrative Services procedures, bid shall be voided without bid deposit forfeiture.
- 11.3 Bid may not be modified, withdrawn or canceled by Bidder for a period of 60 days after time and date designated for receipt of Bids.

11.4 Upon authorization of awarding authority, contracts shall be effective upon execution by Contractor and County and compliance by Contractor with performance bond and insurance requirements. Fulfillment of these conditions shall be documented by issue of a Notice-to-Proceed from Department of Administrative Services to Contractor.

12. CONSIDERATION OF BIDS

- 12.1 The lowest bid will be determined on the Award Criteria Figure as listed on the Bid Form in Bid Express.
- 12.2 It is anticipated that multiple Contracts will be awarded to the lowest bidder(s) who are responsible, responsive, and qualified to perform the Work. Debarred Contractors recorded in "List of Debarred Contractors" shall be deemed not responsible and shall not be utilized on projects. Bids received from "Debarred Contractors" shall be rejected. A copy of "List of Debarred Contractors" is available for review at the Department of Administrative Services, Architecture, Engineering and Environmental Services Section, Milwaukee County, 633 West Wisconsin Avenue, Suite 1000, Milwaukee, WI 53203.
- 12.3 The Owner reserves the right to reject any or all bids, to waive informalities or irregularities in any bid, and to accept a bid which, in the Owner's best judgment, is in the Owner's best interest.
 - 12.3.1 Owner reserves right to reject Adjustment Factors bid considered unreasonable.
- 12.4 The Owner reserves the right to accept or reject Bids up to and including the date the Owner-Contractor Agreement is presented to bidder for signature.
- 12.5 Bidders shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a Contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.
- 12.6 As applicable on County Funded projects only, bidders shall include a minimum of 50% employment of the Contract labor force with employees that reside within Milwaukee County. The basis for residency shall be the percentage of gross payroll dollars expended on the project. By executing the Bidder's Certificate, bidder understands that Milwaukee County will only award Contracts to bidders that agree to the residency requirement and will impose penalties and fines including but not limited to withholding payment, Contract termination and debarment from bidding for non-compliance.

13. ADDITIONAL BID INFORMATION

- 13.1 See General and Supplementary Conditions for listing of Subcontractors.
- 13.2 List Subcontractors on Subcontractor/Subconsultant/Supplier Information with each Job Order Package. Entries in accordance with Requirements of the General Ordinance of Milwaukee County, Chapter 44, Paragraph 44.07 (c), which reads as follows:
 - (c) *List of Subcontractors*. As required per Job Order, Contractor shall submit with the bid a list of subcontractors (or material suppliers when required by the bid documents), with whom it proposed to contract and the class of work to be

performed by each. To qualify for such listing, each subcontractor must first submit a bid in writing to the contractor. The list shall not be altered without written consent of the county. A Job Order Package shall not be invalid if any subcontractor and the class of work to be performed has been omitted. The omission shall be considered inadvertent or a representation that the Contractor will perform the work. If inadvertent, the Contractor shall supply the list of subcontractors or material suppliers within three (3) working days from date and time of submission of Job Order Package. Bid may be rejected upon failure to comply.

14. QUALIFICATION OF BIDDERS

- 14.1 In accordance with Chapter 43 of the General Ordinances of Milwaukee County, a Contractor Qualification Statement must be on file no less than five (5) days before bid closing date in order to qualify to submit a bid on a project.
- 14.2 Qualification Statements are only requested for Prime Contractors. If you are going to be a supplier or subcontractor you need not be on the qualification list.
- 14.3 The Statement will be in effect for a three (3) year period commencing on the day of filing a completed statement.
- 14.4 Section 43.02 (4) states that "The Contents of the Statement shall be confidential and shall not be disclosed except by the written authorization of the Contractor furnishing the same, or for use by Milwaukee County in qualifying the Contractor, or in cases of action against or by the Contractor or Milwaukee County".
- 14.5 Prime Contractors that wish to continue to be on the Contractor Qualification list shall update their Qualification Statement online using the Milwaukee County "B2GNow" software at the Milwaukee County web site link below. This must be completed and approved before the Prime Contractor (3) year period expiration date if the Contractor intends to bid as prime contractor on Milwaukee County projects. Contractor shall provide all requested information and attachments electronically. Paper copies will not be accepted.

https://mke.diversitycompliance.com/FrontEnd/StartRegistry.asp?TN=mke&XID=8020

14.6 Sign Qualification Affidavit contained in Bid Documents. If completed Qualification Affidavit copy is not uploaded with bid, bid will be rejected.

15. PERFORMANCE BOND AND PAYMENT BOND

- 15.1 Selected Bidder shall furnish bonds using Milwaukee County document Public Improvement Performance/Labor and Material Payment Bond covering faithful performance of Contract and payment of obligations arising thereunder. Bonds may be secured through Bidder's usual source. Include cost of bonds in Bid.
- 15.2 Bonds shall be written in amount of \$1,000,000. Deliver required bonds to Owner with Contract.
- 15.3 Bonds shall be issued by a Surety licensed to do business in Wisconsin. Bonds shall be dated on or after date of Contract.
- 15.4 Require Attorney-in-Fact who executes required bonds on behalf of Surety to affix thereto a certified and current copy of Power of Attorney which shall state monetary limit.

- 15.5 If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Performance and Payment Bonds then in effect, the Owner may, at its discretion, require the Contractor to submit a new Performance and Payment Bond in the amount of \$1,000,000 or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.
- 16. FOREIGN TRADE RESTRICTIONS (APPLICABLE TO FEDERALLY FUNDED PROJECTS ONLY)
 - 16.1 By submission of bid or award of Contract, Contractor or Subcontractor certifies that it:
 - 16.1.1 is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U. S. firms published by the Office of the United States Trade Representative (USTR);
 - 16.1.2 has not knowingly entered into contract or subcontract for this Project with a contractor that is either a citizen or national of a foreign country on said list or that is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
 - 16.1.3 has not procured product nor subcontracted for the supply of product produced in a foreign country on said list for use on the Project.
 - 16.2 Unless restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, contract shall not be awarded to Contractor or Subcontractor that is unable to certify to the above. If Contractor knowingly procures or subcontracts for supply of product or service from a foreign country on said list for use on Project, Federal Aviation Administration may direct, through sponsor, the cancellation of Contract at no cost to the Federal Government.
 - 16.3 Contractor further agrees that if awarded a contract, this provision for certification without modification will be incorporated in each subcontract and sub-subcontract. Contractor may rely upon the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous.
 - 16.4 Contractor shall provide immediate written notice to Milwaukee County if Contractor learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous due to changed circumstances. Subcontractor agrees to provide immediate written notice to Contractor if it learns that its certification was erroneous due to changed circumstances.
 - 16.5 This certification is a material representation of fact relied upon when making the Award. If it is later determined that Contractor or Subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct Milwaukee County to cancel the contract or subcontract for default at no cost to the Federal Government or Milwaukee County.
 - 16.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. Knowledge and information of Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 16.7 This certification concerns a matter within jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- 17. SUSPENSION AND DEBARMENT. (APPLICABLE TO FEDERALLY FUNDED PROJECTS ONLY)
 - 17.1 Certification regarding debarment, suspension, ineligibility, and voluntary exclusion: By submission of bid or award of contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by Federal Department or Agency or State of Wisconsin Department or Agency. It further agrees by submitting a bid that it will include this clause without modification in transactions, contracts, subcontracts and sub-subcontracts. Where Contractor or lower tier participant is unable to certify to this statement, it shall attach an explanation to the bid.
- 18. NON-LOBBYING CERTIFICATION. (APPLICABLE TO FEDERALLY FUNDED PROJECTS ONLY)
 - 18.1 Contractor certifies by execution of this Contract, to the best of its knowledge and belief, that:
 - 18.1.1 no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to a person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - 18.1.2 if funds other than Federal appropriated funds have been paid or will be paid to a person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
 - 18.1.3 the language of this certification shall be included in the award documents for subcontracts at all tiers (including sub-subcontractors, and contracts under grants, loans, and cooperative agreements) and that recipients shall certify and disclose accordingly.
 - 18.2 This certification is a material representation of fact relied upon when this transaction was entered into or made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. A person who fails to file the required certification shall be subject to a civil penalty of not less than \$10.000 and not more than \$100.000 for each such failure.
- 19. BUY AMERICAN STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (January, 1991) (APPLICABLE TO FEDERALLY FUNDED PROJECTS ONLY)
 - 19.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply.
 - 19.1.1 Products include: (1) steel produced in the United States, or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

- 19.1.2 Components: Those articles, materials, and supplies incorporated directly into steel and manufactured products.
- 19.1.3 Cost of Components: The costs for production of the components, exclusive of final assembly labor costs.
- 19.2 Successful bidder shall be required to assure that only domestic steel and manufactured products will be used by Contractor, subcontractors, materialmen, and suppliers in the performance of this Contract, except:
 - 19.2.1 products that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - 19.2.2 products for which the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, domestic preference would be inconsistent with the public interest; or
 - 19.2.3 where the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

CONTRACT OVERVIEW

- 20.1 A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations under the jurisdiction of the County. The Contract Documents include a Construction Task Catalog® containing Pre-priced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.
- 20.2 Bidder will bid **TWO (2) SETS** of Adjustment Factors to be applied to the Unit Prices. The FIRST set of Adjustment Factors will be for performing NON-FEDERALLY FUNDED work during Normal Working Hours and a second Adjustment Factor for performing NON-FEDERALLY FUNDED work during Other Than Normal Working Hours. The SECOND set of Adjustment Factors will be for performing FEDERALLY FUNDED work during Normal Working Hours and a second Adjustment Factor for performing FEDERALLY FUNDED work during Other Than Normal Working Hours. The same two sets of Adjustment Factors apply to every Prepriced Task in the Construction Task Catalog®. The Contractor will also bid a Non Pre-priced Task Adjustment Factor to be used when calculating the value of Non Pre-priced Tasks.
- 20.3 A Contract(s) will be awarded to the lowest, responsive Bidder(s).
- 20.4 Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the County to review and discuss the proposed work. The County will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.
- 20.5 The value of the Price Proposal shall be determined by summing the total of the following calculation for each Pre-priced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non Pre-priced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.
- 20.6 If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.

- 20.7 A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time. Extra work, credits, and deletions will be contained in a Supplemental Job Order.
- 20.8 The Estimated Annual Value of the County's JOC program is \$5,000,000. In the event multiple Contracts are awarded, the County intends to assign work in an equitable manner to performing Contractors. The Contractor(s) is not guaranteed to receive the Estimated Annual Value. It is merely an estimate.

CONTRACT TERM

- 21.1 The Base Term of the Contract is one (1) year. There are (2) bilateral Option Terms. Both parties must agree to extend the Contract for an Option Term. The duration of each Option Term is one year. The County and the Contractor may agree to extend the term of an Option Term.
- 21.2 All Job Orders issued during any term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

22. JOC SYSTEM LICENSE FEE

22.1 The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC SolutionTM includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC SolutionTM. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

DOCUMENT 00 25 13 PRE-BID MEETINGS

PART 1 - GENERAL

- 1.1 PRE-BID MEETINGS (VIRTUAL AND IN-PERSON)
 - A. A VIRTUAL Pre-bid meeting will take place on December 15, 2022 at 9:00 a.m.
 - B. A pre-bid conference will be conducted via Zoom Virtual Conference (details below). There will be a check-in period until 9:15 a.m. and attendance will be recorded. **Note that attendance is strongly recommended** as purpose of the pre-bid conference is to discuss the JOC concept and documents, answer questions and discuss JOC from the contractor's perspective. If you plan to attend, please download the Zoom application prior to the date of the conference. Bidders are requested to follow any registration requirements for the pre-bid meeting. You can access the meeting using the link provided below.

Date/Time: Thursday, December 15, 2022, 9:00 a.m., local time

Meeting Access:

https://gordian.zoom.us/meeting/register/tZAlcOmprD8iE9V7muNrQs3spuafUWA4GvZw

Sign-in Period: 9:00 a.m., local time

C. An IN-PERSON pre-bid meeting will be held at the following location on **December 15, 2022 at 9:00 a.m., local time**:

Milwaukee County Department of Transportation (DOT) 10320 Watertown Plank Road – 2nd Floor Conference Room Wauwatosa, WI 53226

Note that attendance is strongly recommended as purpose of the pre-bid conference is to discuss the JOC concept and documents, answer questions and discuss JOC from the contractor's perspective.

- E. Contractors who are submitting a bid on Work and wish to discuss the Bidding documents may attend the pre-bid conference.
- F. Interested parties, such as Contractors, Subcontractors, Material Suppliers, delivery personnel, etc., who wish to review Contract requirements and implementation are urged to attend this pre-bid conference. Contract and Bidding Project related questions will be discussed.
- G. Personnel from Milwaukee County and the Gordian Company will be present to answer questions related to Job Order Contracting (JOC) and project Bidding will be discussed.

1.2 INSPECTION OF SITE

A. At the time of bidding, there is no specific project site identified. Therefore, a sitespecific examination is not possible.

DOCUMENT 00 40 00 BID ENTRY INFORMATION

MILWAUKEE COUNTY
JOB ORDER CONTRACTING (JOC)
BIDDING DOCUMENTS

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES FACILITIES MANAGEMENT A/E & E/S 633 West Wisconsin Avenue, Suite 1000

Milwaukee, Wisconsin 53203
Project Number: 5740-23999

Bids Due: 5740 - 23999 - 01: January 18, 2023 at 2:00 P.M.

5740 - 23999 - 02: January 18, 2023 at 2:00 P.M. 5740 - 23999 - 03: January 18, 2023 at 2:00 P.M.

5740 - 23999 - 01 - GENERAL CONSTRUCTION

5740 - 23999 - 02 – MECHANICAL 5740 - 23999 - 03 – ELECTRICAL

BID FORMS

Complete, enter and upload the bid documents in BID EXPRESS at https://www.bidexpress.com/businesses/24937/home :

Include the following in the bid documents:

- 1. Bid Security (\$1,000 See Instructions to Bidders, Bid Security, Bid Bond or Check)
- 2. Power of Attorney (See Instructions to Bidders, Power of Attorney)
- 3. Contractor Qualification Affidavit
- 4. Bidder's Certificate
- 5. Equal Employment Opportunity Certificate

ADDENDUM RECEIPT

Acknowledge the receipt of Addendum.

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if signatory to the Contract, to commence work upon receipt of Notice to Proceed and/or issuance of each Job Order and achieve Substantial Completion of the Work within the Job Order Completion Time as indicated in the Detailed Scope of Work.

The undersigned understands and agrees that a Contract will be awarded by Milwaukee County subject to the availability of Project Funding, the provisions of all applicable Federal, State, and County rules, regulations, statutes, and ordinances, and the requirements of this Project Manual. Bidder also agrees to commence work of each Job Order upon execution of the Owner-Contractor Agreement and a Notice to Proceed or Job Order Issuance and Complete Work per the Contract Specifications.

CONTRACTORS WHO ARE SUBMITTING A BID ON WORK ARE STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE. REFER TO DOCUMENT 00 25 13 – PRE-BID MEETINGS.

BID ENTRY IN BID EXPRESS

NOTE The following items to consider when providing the Bid Adjustment Factors:

- 1. Adjustment Factors and Totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- 2. The NON-FEDERAL Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the NON-FEDERAL Normal Working Hours Adjustment Factor.
- 3. The FEDERAL Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the FEDERAL Normal Working Hours Adjustment Factor.
- 4. The Non Pre-priced Adjustment Factor must be greater than or equal to 1.0000.
- 5. The weighted percentages (x multiplier) presented below are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Adjustment Factors written above.
- 5. The County reserves the right to correct for arithmetic errors. In the event of an error, the Adjustment Factors used in the column titled "Adjustment Factor Bid" will be used to calculate the extended totals and the Award Criteria Figure.
- 6. See Instructions to Bidders Document 00 21 13, Article 7, ADJUSTMENT FACTORS/FORM AND STYLE OF BIDS for Bid Example.

BIDDER SHALL ENTER THE FOLLOWING ADJUSTMENT FACTORS IN THE BID EXPRESS IN ACCORDANCE WITH THE BID FORM FOUND IN DOCUMENT 00 41 00

DOCUMENT 00 41 00 BID PRICE FORM

PART 1 - GENERAL

1.1 DOCUMENT INFORMATION

A. Bidder shall enter the following Adjustment Factors into Bid Express as displayed on the sample form below.

Line Item Number	Adjustment Factor Name	Adjustment Factor Bid to (4) Decimals	Times (X) Multipler	Equals (=) Extended Total
ĺ	NON FEDERAL - Normal Working Hours Adjustment Factor		0.45	0.000
2	NON FEDERAL - Other Than Normal Working Hours Adjustment Factor		0.25	0.0000
3	FEDERAL - Normal Working Hours Adjustment Factor		0.15	0.000
ı	FEDERAL - Other Than Normal Working Hours Adjustment Factor		0.10	0.000
i,	NON PRE-PRICED Adjustment Factor		0.05	0.000
i	Sum the Total columns (Sum is the Award Criteria Figure)			0.000

DOCUMENT 00 43 00 PROCUREMENT FORM SUPPLEMENTS

PART 1 - GENERAL

1.1 DOCUMENT INFORMATION

- A. The procurement form supplements in this document are to be submitted with bid/proposal in Bid Express.
- B. TBE-00 / DBE-00 document provides detailed information on the TBE or DBE program. Job Orders procured under this Contract may be funded wholly or partially with either Local or Federal funds. For each awarded Contract, the awarded Contractor is expected to achieve either the stated TBE or DBE goal based on the source of funding. The awarded Contractor is also expected to adhere to the most recent State, County and Federal guidelines outlined for either source of Funding Local (State/County) or Federal.
- C. COMMITMENT TO CONTRACT WITH TBE/DBE: TBE/DBE-14 FORMS SHALL BE COMPLETED AND SIGNED BY PRIME CONTRACTOR AND SUBMITTED WITH EACH JOB ORDER AS PART OF THE JOB ORDER PACKAGE. Submit and upload Completed and signed Commitment to Contract with TBE/DBE (TBE/DBE-14) forms, one for each of the TBE/DBE firms included to meet participation as indicated in Invitation to Bid. TBE/DBE-01 TBE/DBE Certificate of Good Faith Efforts shall be completed and uploaded for awarded contractors who have not achieved the TBE/DBE participation goal. Submission of a complete form is a matter of responsiveness to each Job Order. Completion of all pages is required.
- D. Contractor Residency Program Provisions document provides detailed information on the residency program.
- E. Additional information regarding the Equal Employment Opportunity Certificate is located in Document 00 73 36.

1.2 FORMS

A. This section contains the following documents:

BID FORMS - REQUIRED WITH BID

Bidder's Certificate	1 page
Contractor Qualification Affidavit	1 page
Equal Employment Opportunity Certificate	1 page

LOCAL FUNDING FORMS - REQUIRED WITH JOB ORDER

Certificate of Good Faith Efforts (TBE-01)	4 pages
Proposed Subcontractors Form (TBE-02)	1 page
Commitment to Contract with TBE (TBE-14)	1 page

FEDERAL FUNDING FORMS – REQUIRED WITH JOB ORDER

Buy America Certificate	1 page
Certification Regarding Lobbying	1 page
Certificate of Good Faith Efforts (DBE-01)	4 pages
Proposed Subcontractors Form (DBE-02)	1 page
Commitment to Contract with DBE (DBE-14)	1 page

BIDDER'S CERTIFICATE



CONTRACTOR QUALIFICATION AFFIDAVIT

State of	<u> </u>	
County of	<u> </u>	
(Name)	being duly sworn, deposes an	nd
(Name)		
states that they are the	(Official Capacity)	of
	(Official Capacity)	
(N:	lame of Firm)	
and that Contractors Qualification Statem	nent filed with County	
Clerk on	for said firm	n remains true and
correct. I understand that the willful falsific penalty pursuant to Chapter 101 Statutes		vil or criminal
(Signatu	re and Title)	
Subscribed and sworn to before me this _20	day of,	
My commission expires	, 20	
	(Notary Public)	

If a qualification statement has been filed more than 3 years before the opening of this bid, submit a new qualification statement not less than five days before the opening of this bid.



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify) (Henceforth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded. Non-Discrimination VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. VENDOR will post in conspicuous places, available to its employees; notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract Affirmative Action Program VENDOR certifies that it will strive to Implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to Increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented. Non-Segregated Facilities VENDOR certifies that it does not and will not maintain or provide for Its employees and segregated facilities at any of its establishment, and that It does not permit Its employees to perform their services at any location, under its control, where segregated facilities are maintained. Subcontractors VENDOR certifies that it has obtain or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files. Reporting Requirements Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations. Chapter 60. Affirmative Action Plan VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of Its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, Wisconsin 53203. If a current plan has been filed, indicate where filed and the year covered_ Please provide proof of your AA Plan approval. VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans. **Employees** VENDOR certifies that it has employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, (No. of employees) Ozaukee and Washington, Wisconsin) and _employees intotal. (Total No. of employees) Compliance VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations. Executed this day of____ Firm Name WARNING: An unsigned form shall be considered as a negative response. Address -City, State, Zip__ By_ Telephone___ (Signature)

EE0-2532 R2

(Please Print Name Here)

(Title)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for CONSTRUCTION

- 1. The award of this contract requires the awarded firm to achieve the contract's Targeted Business Enterprise (TBE) participation goal of 25% on each Job Order. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory, MBE and WBE firms certified by the State of Wisconsin DOA and listed in the directory, SBE firms certified by Milwaukee County and listed in the Milwaukee County directory, and SBE firms that meet the SBA size standards and are listed in the SAM directory. All firms must be certified prior to the bid submission deadline. A firm certified in another state must be certified by the Wisconsin UCP or State of Wisconsin DOA prior to submission of bid.
- 2. **TBE Participation**: Participation is based upon the total dollar value of each Job Order. Participation must be maintained throughout the contract, including additional contract work such as: Supplemental Job Orders, acceptance of alternates, negotiated procurements, change orders, addendums, and use of allowances. TBE Prime self-performance may be counted towards the goal.

BID CONSIDERATIONS

- 3. The County may reject your Job Order Proposal/Package if it does not include the **Commitment to Contract with TBE** (TBE-14) form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the subcontractor, sign the form, and have the TBE firm sign the form in the affirmation section prior to submittal of bid.
- 4. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the *Commitment to Contract with TBE* (TBE-14) form(s) provided with each Job Order Package. Copies of the executed contract(s) or purchase order(s) will be submitted to the County.
- 5. TBE participation credit is calculated as follows:
- a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
- b. One hundred percent (100%) for the work performed by a TBE subcontractor. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work may not count if the dollar amount of the work represents a majority of the TBE contract amount. Material, equipment and supplies provided and installed (put into use) by a TBE also count dollar for dollar toward the goal (100%).
- c. One hundred percent (100%) for products manufactured by a TBE. TBE manufacturers operate or maintain a facility that produces goods from raw materials, or substantially alters the materials or supplies.
- d. One hundred percent (100%) for materials supplied by a TBE dealer/distributor.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

<u>Dealer/distributors</u> own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. Regular dealers in bulk items such as steel, cement, gravel, stone, and petroleum products don't need to keep stock providing it owns or operates distribution equipment.

e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a TBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards the TBE plan.

<u>Brokers, Trade Agents and Manufacturers / Independent Sales Representatives</u> arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.

- f. One hundred percent (100%) for TBE trucking firms. The TBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The TBE must also use trucks owned, insured, and operated by drivers it employs. The TBE may lease trucks from another firm, or an owner-operator, certified as a TBE. The TBE may also lease trucks from a non-TBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself.
- g. You must notify the County if any TBE contractor(s) sublet any portion of their work.
- 6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

- 7. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
- a. Terminate or cancel your contract, in whole or in part;
- b. Remove you from the list of qualified contractors, and refuse to accept future bids from you for a period not to exceed three (3) years;
- c. Withhold contract payments to cover shortfall; and/or
- d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

- 8. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract <u>REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS/PURCHASE ORDERS ARE NOT SUBMITTED</u>.
- 9. If the TBE sub(s) are unable to perform, or any other issues arise, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
- 10. Requests for Payment: You will enter payments received from the County and payments made to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document G703 Continuation Sheet work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
- 11. The County has a revolving loan program for **DBE** firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
- 12. The County reserves the right to waive any of these specifications when it is in our best interest.

SUBMIT WITH JOB ORDER



COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS TBE

Completion of this form is required for all bidders who have not achieved the participation goal. Submission of a complete form is a matter of responsiveness to this bid. Completion of all pages is required.

Guidance on completing these documents.

This guidance and information is provided to assist bidders in compliance with the provisions under all Milwaukee County Ordinances (MCTE) pertaining to the implementation of the target business enterprise program. Like all guidance material, these questions and answers are not, in themselves, legally binding or mandatory, and do not constitute regulations. They are issued to provide an acceptable means, but not the only means, of compliance with regulations and laws. The Milwaukee County CBDP program can be reviewed in more detail at: http://county.milwaukee.gov/cbdp including links to relevant regulations.

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. If you haven't met the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal. The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making phone calls to firms that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required. The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases, see regulations for more information.

Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project?

Contacting CBDP is essential in demonstrating good faith efforts to meet and/or exceed the participation goal assigned to this project.

Contact was made by: _____ Telephone _____ Email _____ Other

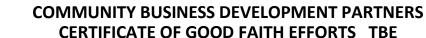
Contact was made by:	reiepnone	Email	Other	
Date contacted:		CBDP Person	Contacted :	





COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS TBE

	Certifi	cate of Good Faith Efforts			
	Certifi	——————————————————————————————————————			
acceptable 'good faith efforts' is found the rejection of your bid/proposal. By sounty Project and that we have provide	your firm has done to meet this project's pa on the Guidance page of this spreadsheet. submitting this document, you hereby ackn d documented proof of our good faith effor estions contained in this fully completed set	Failure to use and properly document owledge that I am authorized as the re ts to solicit, negotiate with and utilize	good faith efforts to meet epresentative for the bidde	the assigned partier/proposer on the	cipation goal will resu following Milwauke
Prime Contractor Firm Name and Address	Authorized Representative	Email Address	Telephone Number	Other Contact Info	Is the Prime a TB
	Authorized Representative	Email Address			Is the Prime
Project Number	Bid Number	Project Title	Total Contract	DBE Total Pi	oject Percentage
,		•	Amount	Goal	Pledged
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		







1	r	^	n	٠	ra	_	ŀi	h	ما	١,	۸۱	_	rl	,	1+	_	m	
ı		()	П	ш	1			O	ш	٠,	w	ю	ш	ĸ		_	П	١.

You are required to determine portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal set for this project. In selecting work to be contracted, you must consider, where appropriate, breaking down scoped into economically feasible units to facilitate TBE participation. To assist in these efforts and to provide consistent definitions, use NAICS codes http://www.census.gov/eos/www/naics/ to identify each category of work you determine is feasible for participation. TBE firms are registered by NAICS code and firms available for participation may be found in the directories listed on the second page of the TBE-14 form which is included in the bid or RFP documents.

NAICS codes (Required)	Description of work	Estimated Dollar Value (Required)	Was this work made available to DBE Firms? If no, explain why.	Explanation

COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS TBE

Soliciting from Interested Firms

You must have solicited quotes in good faith from certified firms. List certified firm(s) that you have solicited to provide participation in this project.

Documentation of information provided below will be required upon evaluation of a Good Faith Effort. 'Original Solicitation' and 'Solicitation Follow Up' with certified firms must be documented in written form (email or fax only).

Firm Name	Describe Work Solicited	Date of Original	Solicitation	Date of Follow Up	Solicitation Follow	Quote Received	Quote Accepted	Reason for Rejecting Quote
	(NAICS codes from	Solicitation		Solicitation			(Y/N)	
	"Contractible Work							
	Items")							
	<u></u>							
<u></u>	ļ	ļ	ļ	ļ	ļ	l	ļ	



FIRM:	Project No:

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

Name	CERTIFICATION DBE, MBE, WBE SBE or none	Address	Date Firm Established	Work or Service to be Performed

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

SUBMIT WITH JOB ORDER

COMMITMENT TO CONTRACT WITH TBE

PROJE	ECT No PR	OJECT TITLE		
TOTAL	PROJECT AMOUNT \$		TBE Goal:	25%
	Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract
1)		estimate based on the outcome of negotiation-contract amount might NOT be based on t		
2)	not be based on the total project contra The Pass/Fail determination is based of companies the sum of the percentages	e scope of services that TBE participation can act amount. The commitment percentage is on the percentage stated in the RFP/BID. If t MUST satisfy the minimum percentage state ed by CBDP the Prime's COMMITMENT to t	the key indicator of TBE the Prime is using one or d in the RFP/BID. Note the	participation. multiple TBE
	Bidder/Proposer Commit	ment (To be completed by firm committ	ting work to TBE)	
and ha Prime (will ent informa	ving received confirmation, on partneri Contractor/Consultant er into contract with the TBE firm listed ation on this form is true and accurate	d service(s) and cost(s). I further acknowled ng, pricing and delivery from the TBE firmPhoned, for the service(s) and amount(s) specifies to the best of my knowledge. I further unappropriate sanctions under applicable law	listed herein, or one ed when awarded this coderstand that falsification	of our subs, ntract. The
S	Signature of Authorized Representative	Name & Title of Authorized Representative	Date	_
	TBE Affirmation (To be	completed by TBE Owner/Authorized F	Representative)	
•	MBE by State of Wiscons WBE by State of Wiscons	in Unified Certification Program certifying p consin DOA consin DOA I Size Standards, NAICS and registered in		
•	herein. I understand and accept that the specified herein and all work is to be contained prior to subletting any portion meets one of the following requirement.	itment to contract with my firm for the servichis commitment is for service(s) to be rend completed with my own forces. I affirm that n of this work awarded to my firm on this p nts: Certified as DBE and listed in the Wisc nsin DOA, or SBE firm certified by Milwauk ectory.	dered in completion of th t approval from CBDP w project. I affirm that our co consin UCP Directory, co	e project ill be ompany ertified as
Sign	nature of Authorized TBE Representative Nam	ne & Title of Authorized TBE Representative	Phone Number	Date
		FOR CBDP USE ONLY		
Comn	nitment number of Partici	pation: Pr	roject Total:	
		Authorized Signature		



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

SUBMIT WITH JOB ORDER

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

Links to Directories for firms eligible for credit:

DBE http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx

MBE and WBE http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program

Milwaukee County SBE https://mke.diversitycompliance.com/Default.aspx

SAM Directory for Federal SBE https://www.sam.gov/portal/SAM/#1

- 1. **CONTRACT ADJUSTMENTS**: The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.
- 2. **WRITTEN CONTRACTS WITH TBE**: The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.
- 3. **SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS**: The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.
- 4. **REQUESTS FOR PAYMENT**: The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBEs at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.
- 5. **TBE UTILIZATION REPORTS**: The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to the Milwaukee County Target Enterprise Program, please contact:

414.278.4851 or cbdpcompliance@milwaukeecountywi.gov

BUY AMERICA CERTIFICATE

Certificate of compliance with steel, iron, or manufactured products see Document 00810 – Federal Contract Supplement, The Buy America Requirements.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date ______

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date ______

Signature ______

Company Name ______

Title _____

CERTIFICATION REGARDING LOBBYING APPENDIX A, 49 CFR PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor,statement of its certification agrees that the provisions of any.	, certifies or affirms the truthfulness and accuracy of each and disclosure, if any. In addition, the Contractor understands and if 31 U.S.C. A 3801, <i>et seq.</i> , <i>apply</i> to this certification and disclosure,
	Signature of Contractor's Authorized Official
	Name and Title of Contractor's Authorized Official
	Date



DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

- 1. The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of **25%**, and you must document those efforts.
- 2. **DBE Goal**: This participation goal is based on the total dollar value of each Job Order. Participation must be maintained throughout the contract, including additional contract work, e.g., Supplemental Job Orders, acceptance of alternates, negotiated procurements, change orders, addendums, use of allowances, etc.

BID/PROPOSAL CONSIDERATIONS

- 3. The County may reject your Job Order Proposal/Package if it does not include documentation of your good faith efforts in one of the following ways:
 - a. When you meet or exceed the goal, include the **Commitment to Contract with DBE** (DBE-14) form(s).
 - b. When you do not meet or exceed the goal, include the Certificate of Good Faith Efforts (DBE-01) goal.

EXAMPLE: 20% goal. You have 4% participation in commitment(s). You submit the commitment(s) for the 4%, along with the *Certificate of Good Faith Efforts* (DBE-01) documenting the efforts undertaken to achieve the remaining 16%.

- 4. Your good faith efforts are those that one could reasonably expect to be taken if you were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Additional guidance is part of the *Certificate of Good Faith Efforts* (DBE-01) form).
- 5. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the *Commitment to Contract with DBE* (DBE-14) form(s) submitted with each Job Order Package. Copies of the executed contract(s) or purchase order(s) will be required to be submitted to the County.
- 6. DBE participation credit, for both DBE and non-DBE primes, is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual work of the contract and must be performed directly by the DBE. This means that DBEs must perform the contract work with their own employees, as determined by the County.
 - b. One hundred percent (100%) for the work performed by a DBE. If a DBE subcontracts a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE. Material, equipment and supplies provided and installed (put into use) by a DBE also count dollar for dollar to toward the goal.
 - c. One hundred percent (100%) for products manufactured by a DBE. DBE manufacturers operate or maintain a facility that produces goods from raw materials, or substantially alters the materials or supplies, on-site.
 - d. Sixty percent (60%) for materials or supplies purchased from a certified DBE regular dealer.

<u>Regular Dealers</u> own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in bulk items such as steel, cement, gravel, stone, and petroleum products don't need to keep stock, if it owns or operates distribution equipment.



- e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a DBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards its DBE goals.
 - <u>Brokers, Trade Agents and Manufacturers'/Independent Sales Representatives</u> arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.
- f. One hundred percent (100%) for DBE trucking firms. The DBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another firm, or an owner-operator, certified as a DBE. The DBE may also lease trucks from a non-DBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself. Ready mix operations will not receive credit for deliveries made by non-DBE firms.
- g. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.
- 7. Only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If you want to use a firm certified in another state or with another agency, the firm must apply for certification with the UCP prior to submission of your offer/bid deadline. For assistance related to DBE certification of firms, contact the Certification Compliance Administrator at (414) 278-4747.
- 8. The County reserves the right to request supporting documentation from both you and any listed DBE. If you fail to respond within the time specified, the County will determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

- 9. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify DBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified contractors/consultants, and refuse to accept future bids/proposals from you for a period not to exceed three (3) years;
 - c. Withhold contract payments, or pay subs and/or suppliers directly, to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
- 10. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract. Include copies with the first monthly request for payment. <u>REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS/PURCHASE ORDERS ARE NOT SUBMITTED</u>. In addition, you will document that each DBE is notified at least three (3) working days before start of their subcontract work.



- 11. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.
- 12. If the DBE(s) cannot perform, if you have a problem in meeting the goal, or any other issue such issues come up, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the DBE affected, and copy the County. This notice must state the reason for the request. The DBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. DBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
- 13. Requests for Payment: You will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document G703 Continuation Sheet, or equivalent, work being performed by DBEs. Either a) place the word "DBE" behind the work item or b) break out the work done by DBEs at the end of the report. If you don't do these things, the County will deny payments, or enforce other sanctions including those listed in Section 9, above.
- 14. The County has a revolving loan program for DBEs. If you use a DBE that is using these County funds, you must assist the County repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
- 15. The County reserves the right to waive any of these specifications when it is in our best interest.



SUBMIT WITH JOB ORDER

CERTIFICATE OF GOOD FAITH EFFORTS

Completion of this form is required for all bidders who have not achieved participation goal. Submission of a complete form is a matter of responsiveness to this bid. Completion of all three tabs in this spreadsheet is required.

Certificate of Good Faith Efforts

Guidance on completing these documents.

This guidance and information is provided to assist bidders in compliance with the provisions under all Milwaukee County Ordinances and US DOT 49 CFR part 26, pertaining to the implementation of the US DOT disadvantaged business enterprise program. Like all guidance material, these questions and answers are not, in themselves, legally binding or mandatory, and do not constitute regulations. They are issued to provide an acceptable means, but not the only means, of compliance with Part 26 and other guiding statutes, regulations and laws. For US DOT projects the regulations in 49 CFR 26 and others can be reviewed at: https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/dbe-program-overview. The Milwaukee County CBDP program can be reviewed in more detail at: http://county.milwaukee.gov/cbdp including links to relevant regulations.

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. If you do not meet the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal. The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making a phone call or two to a firm that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgement call and meeting quantitative formulas is not required. The following is a list of types of actions the County considers as part of your good faith efforts. This is not a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases, see regulations for more information.



SUBMIT WITH JOB ORDER

CERTIFICATE OF GOOD FAITH EFFORTS

Certificate of Good Faith Efforts

This document is required to detail what your firm has done to meet this project's participation goal if the participation you have attained is less than the goal set for this project. Guidance as to acceptable 'good faith efforts' is found on the Guidance page of this spreadsheet. Failure to use and properly document good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal. By submitting this document, do hereby acknowledge that I am authorized as the representative for the bidder/proposer on the following Milwaukee County Project and that we have provided documented proof of our firm's good faith efforts to solicit, negotiate with and utilize certified firms to meet the participation goal of this contract as demonstrated by my response to the questions contained in this fully completed set of documents.

Prime Contractor Firm Name and Address	Authorized Representative	Email Address	Telephone Number	Other Contact Info	Is the
Project Number	Bid Number	Project Title	Total Contract Amount		
				Goal	Pledg
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		
	Provide a brief summary of why your	firm is unable to meet the participation	on goal on this project.		



CERTIFICATE OF GOOD FAITH EFFORTS

SUBMIT WITH JOB ORDER

Contractible Work Items

You are required to determine portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal set for this project. In selecting work to be contracted, you must consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation. To assist in these efforts and to provide consistent definitions, use NAICS codes (http://www.census.gov/eos/www/naics/) to identify each category of work you identified. DBE firms are registered by NAICS code and a list is available in the Wisconsin UCP directory.

NAICS codes (Required)	Description of work	Estimated Dollar Value	Was this work made available to DBE	Explanation
		(Required)	Firms? If no, explain why.	



SUBMIT WITH JOB ORDER

CERTIFICATE OF GOOD FAITH EFFORTS

Soliciting from	Interested Firms

You must have solicited quotes in good faith from certified firms. List certified firm(s) that you have solicited for participation in this project. Documentation of information provided below will be required upon evaluation of a Good Faith Effort. "Original Solicitation" and "Solicitation Follow Up" with certified firms must be documented in written form (email or fax only).

Firm Name	Describe Work Solicited (NAICS codes pulled from "Contractible Work Items")	Date of Original Solicitation	Solicitation Method Used	Date of Follow Up Solicitation	Solicitation Follow Up Method Used	Quote Received (Y/N)	Quote Accepted (Y/N)	Reason for Rejecting Quote



FIRM:	Project No:

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

SUBMIT WITH JOB ORDER

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be included with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

Name	*DBE or Non- DBE	Address/Phone	Age of Firm	Annual Gross Receipts	Work or Service to be Performed
			☐ < 1 yr ☐ 1- 3 yrs ☐ 4-7 yrs ☐ 8-10 yrs ☐ > 10 yrs	☐ < \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☐ > \$5 million	
			☐ < 1 yr ☐ 1- 3 yrs ☐ 4-7 yrs ☐ 8-10 yrs ☐ > 10 yrs	☐ < \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☐ > \$5 million	
			☐ < 1 yr ☐ 1- 3 yrs ☐ 4-7 yrs ☐ 8-10 yrs ☐ > 10 yrs	☐ < \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☐ > \$5 million	
			□ < 1 yr □ 1- 3 yrs □ 4-7 yrs □ 8-10 yrs □ > 10 yrs	☐ < \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☐ > \$5 million	

*Verify DBE or Non-DBE status via the WIUCP Directory: https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.



SUBMIT WITH JOB ORDER

COMMITMENT TO CONTRACT WITH DBE

PROJECT No. PROJECT TI	TLE		
TOTAL CONTRACT AMOUNT \$		DBE Goal:	25%
Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contra Amount	ct % of Total Contract
Bidder/Proposer Commitme	ent (To be completed by firm comn	nitting work to DBE)	
I certify that the DBE firm quoted the identified s and having received confirmation, on partnering Prime Contractor/Consultant	, pricing and delivery from DBE firm Phone No. or the service(s) and amount(s) specthe best of my knowledge. I further	listed herein, or c, or c ified when awarded this understand that falsifica	one of our subs, contract. The
Signature of Authorized Representative	Name & Title of Authorized Representativ	Date	
DBE Affirmation (To be co	ompleted by DBE Owner/Authorize	ed Representative)	
 I affirm that the Wisconsin UCP has cer Wisconsin UCP Directory. I acknowledge and accept this commitm 			•
herein, as put forth by (Prime or sub)	lent to contract with my limit for the si	` '	
 I understand and accept that this comm herein to be completed with my own force 		ed in completion of the p	roject specified
 I affirm that approval from CBDP will be this project. 	obtained prior to subletting any por	tion of this work awarde	d to my firm on
Signature of Authorized DBE Representative Name &	Title of Authorized DBE Representative	Phone Number	Date
	FOR CBDP USE ONLY		
Commitment number of Participat	ion:	Project Total	
Date		Signature	
54.0	Authorized Signature		Doto



SUBMIT WITH JOB ORDER

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.

http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx

- 2. **CONTRACT ADJUSTMENTS**: The successful Bidder/Proposer will maintain the approved DBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.
- 3. **WRITTEN CONTRACTS WITH DBEs**: The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named DBE firm and that they will be hired if you are awarded the contract by the County.
- 4. **SUBSTITUTIONS**, **DBE SUBCONTRACTING WORK**, **TRUCKING FIRMS**: The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.
- 5. **REQUESTS FOR PAYMENT**: The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. The successful Bidder/Proposer shall notify DBE firms of the date on which they must submit their invoices for payment.
- 6. **DBE UTILIZATION REPORTS**: The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to Milwaukee County's DBE Program, please contact:

414.278.4851 or cbdpcompliance@milwaukeecountywi.gov

DOCUMENT 00 52 13

AGREEMENT FORM - STIPULATED SUM

NOTE: This section contains the following document(s):

A101: Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

xx pages

END OF DOCUMENT

DOCUMENT 00 62 00 PROJECT FORMS

PART 1 - GENERAL

1.1 DOCUMENT INFORMATION

- A. The forms in this document may be used during the course of a construction project.
- B. Upon the approval of the Owner and Architect/Engineer, Contractor may be allowed to provide alternative formats for some of these forms.
- C. Additional information regarding Change Orders is found in Section 00 63 63 Change Orders, Extra Work, and Claims.
- D. Additional information regarding the Summary of Solid Waste form is found in Section 01 74 19 Construction Waste Management and Disposal.

1.2 FORMS

A. This section contains the following documents:

1.	Pay Application Checklist	1 page
2.	Application and Certificate for Payment – AIA G702 & G703	6 pages
3.	Proposed Change Order Template	1 page
4.	Summary of Solid Waste Disposal and Diversion Form	1 page
5.	Partial Lien Waiver	1 page
6.	Advance Purchase Forms	3 pages

END OF DOCUMENT



66-285, 66-286, 71.82).

ARCHITECTURE, ENGINEERING, & ENVIRONMENTAL SERVICES SECTION

Payment Application Checklist - Contractor

Project Name:				
Project Number:				
Construction Coordinator (CC):				
Contractor:				
Complete the following checklist and attach it to the cover of all partial are a partial payment and the 'Final' column for a final payment. Mark an 'X' and indicate the reason in the notes.				
ITEMS		ı	Che	eck List
	Part	Final		Notes
Pay application (G702 & G703) date stamped	Х	Х		
G702/G703 signed & notarized	Х	Х		
Project number & name shown on G702	Х	Х		
Value of work to date is reasonable	Х	Χ		
Retainage is correct	Х			
WasteCap Trace Plan completed & attached	Х	Х		
DBE breakout shown on G703	Х	Х		
LCP Tracker Summary of Gross Payroll Dollars (Residency) attached	Х	Х		
LCP Tracker Certified Payroll Summary Report attached	Х	Х		
B2GNOW Audit Summary Report attached	Х	Х		
Consent of Surety to Reduction of Retainage attached if applicable	Х			
Consent of Surety to Final Payment attached		Χ		
Final Payment Wage Rate Affidavit (2036 A) attached		Χ		
DBE Subcontractor Payment Certificate (018) attached		Х		
Contractor has received signed Certificate of Substantial Completion		Х		
Operating Manuals submitted to Construction Coordinator		Х		
As-Built drawings submitted to Construction Coordinator		Х		
Contractor signed verification of Punchlist Completion sent to CC		Χ		
Items below line are for Milwauk	ee Cour	nty use	only	
Notification sent to Contractor if residency goal not met		Х		
Designer signature is on G702		Х		
Dodgilor digitataro lo ori Oroz	-		1 i	

The above items must be included in your payment application. Failure to comply will result in you invoice being held. (Wis. Stats.



Application and Certificate for Payment

the Owner or Contractor under this Contract	the Ow	by Change Order \$	NET CHANGES by Change Order
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of	\$ This C	TOTALS \$	
	59	is Month \$	Total approved this Month
Date:	\$ By:	Total changes approved in previous months by Owner \$	Total changes appr
TECT:	DEDUCTIONS ARCHITECT:	R SUMMARY ADDITIONS	CHANGE ORDER SUMMARY
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)	(Attack Applic	Line 6) \$	(Line 3 less Line 6)
AMOUNT CERTIFIED\$	AMOUI	9. BALANCE TO FINISH, INCLUDING RETAINAGE	9. BALANCE TO FIN
AMOUNT CERTIFIED.	AMOU	RENT DUE\$	8. CURRENT PAYMENT DUE
accordance with the Contract Documents, and the Contractor is entitled to payment of the	accord	(Line 6 from prior Certificate)	(Line 6 from
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the World because of the Architect's knowledge,	In according this ap	(Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT\$	(Line 4 Less 7. LESS PREVIOUS
ARCHITECT'S CERTIFICATE FOR PAYMENT	ARC	6. TOTAL EARNED LESS RETAINAGE\$	6. TOTAL EARNED I
my commission capites.	inj Co	Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$_	Total Retainage
mmission evniras:	MyCo		
Notary Public:	Notary	% of Stored Material nn F on G703) \$	6. % of Stored M
day of	me this	(Column D + E on G703) \$	
Subscribed and sworn to before	Subscr	% of Completed Work	a. % of C
/ of:	County of:		5. RETAINAGE:
f:	. \$ State of:	4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	4. TOTAL COMPLET
Date:	. \$ By:	3. CONTRACT SUM TO DATE (Line 1 ± 2)	3. CONTRACT SUM
CONTRACTOR:	CONTE	Change Orders	2. Net change by Change Orders
that current payment shown herein is now due.	that cu	TRACT SUM	1. ORIGINAL CONTRACT SUM.
and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and		Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	Application is made Continuation Sheet
OIHER		ODIS ARRI ICATION FOR DAVMENT	CONTRACTO
PROJECT NOS: / / FIEID			
CONTRACT DATE: CONTRACTOR	CT:	TOR: VIA ARCHITECT:	FROM CONTRACTOR:
CONTRACT FOR: ARCHITECT			
PERIOD TO: OWNER			
APPLICATION NO: Distribution to:		PROJECT:	TO OWNER:

AlA Document G702TM – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AlA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AlA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



Application and Certificate for Payment

GENERAL INFORMATION

Purpose and Related Documents

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

Use of Current Documents

Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

Reproductions

This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G702, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

COMPLETING THE G702 FORM

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

EXECUTION OF THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

	ITEM NO.	A
	DESCRIPTION OF WORK	В
	SCHEDULED VALUE	C
	FROM PREVIOUS APPLICATION (D + E)	D WORK CC
Mo	THIS PERIOD	D E E WORK COMPLETED
	PRESENTLY STORED (NOT IN D OR E)	F
	COMPLETED AND STORED TO DATE (D+E+F)	G
	% (G ÷ C)	
	BALANCE TO FINISH (C - G)	H
	RETAINAGE (IF VARIABLE RATE)	I

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ — 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



GENERAL INFORMATION

Purpose and Related Documents. AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition

Reproductions. This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document. The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G703, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA. Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA). To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

COMPLETING THE G703 FORM

Heading: This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment.

Columns A, B & C: These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D: Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E: Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

Construction Change Directives: Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 in A201.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A	В	С	D	E	F	G		Н	1
			WORK CO	MPLETED	MATERIALS	TOTAL			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0 -	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5 .	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11		105,000	20,000	10,000	10,000	40,000		65,000	

AIA Document G703TM – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

	ITEM NO.	A
	DESCRIPTION OF WORK	В
	SCHEDULED VALUE	C
	FROM PREVIOUS APPLICATION (D + E)	D WORK CC
Mo	THIS PERIOD	D E E WORK COMPLETED
	PRESENTLY STORED (NOT IN D OR E)	F
	COMPLETED AND STORED TO DATE (D+E+F)	G
	% (G ÷ C)	
	BALANCE TO FINISH (C - G)	H
	RETAINAGE (IF VARIABLE RATE)	I

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ — 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



GENERAL INFORMATION

Purpose and Related Documents. AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition

Reproductions. This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document. The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G703, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA. Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA). To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

COMPLETING THE G703 FORM

Heading: This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment.

Columns A, B & C: These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D: Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E: Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

Construction Change Directives: Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 in A201.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A	В	С	D	E	F	G		Н	1
			WORK CO	MPLETED	MATERIALS	TOTAL			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0 -	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5 .	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11		105,000	20,000	10,000	10,000	40,000		65,000	

AIA Document G703TM – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

MILWAUKEE COUNTY - DAS - FM AE & ES SECTION

		PROPOSE	D CHANGE OF	RDER	
				Date	e: <u>00/00/00</u>
				PCO	# 00
PROJECT:	xxxx-xxxxx Project Name:	xxxxx Contract	#: xxxxx		
	Name:			Signature:	
	Title:				(Required)
				•	(- 1/
Provide PCO D	escription below:				
-					
-	oated that the work as				
schedule. If	f <u>Contractor</u> determine	s otherwise, pl	ease provide p	proper notification in	accordance with the
contract.					
Labor Breakdo	own (Labor Type is Apprentic	e, Journeyman, Fo	remanetc)		
Labor Type					
Labor hours					
Labor Rate					
Total Labor \$	\$0.00		\$0.00	\$0.0	\$0.00
					_
Total Labor Co	ost				\$0.00
Γ <u>.</u>					
Material / Equi	pment Breakdown (Provide	breakdown per Exh	nibit A of the Supple	ementary Conditions)	
Matarial Dagari	-4:	O	Hait Dries	Coot	
Material Descri	ption	Quantity 0	Unit Price 0	Cost \$0.0	20
		0	0	\$0.0	
		0	0	·	
		U	0	ψ0.0	
					_
Total Material	Cost				\$0.00
Subcontractor	Breakdown (subcontractors	performing work fo	r this PCO shall pro	ovide separate itemizations	on same form)
Subcontractor				Total (\$)	
]
Total Subcont	ractors				\$0.00
	erhead and Profit on Labor				\$0.00
	erhead and Profit on Mat'l /		•	• • • •	\$0.00
	mmission on Subcontractor	s (Max Fee is 5% f	ee on a Subcontrac	ctor)	\$0.00
Bond (actual)					\$0.00
T. (-1 O	V -1-				
Total Change C	luote				\$0.00

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name:					Contractor Name:		
Project Number:		Contrac	ctor License #:		Contractor Address:		
Solid Waste Material	Diverted from Landfill?	Date Diverted/ Disposed	Amount Diverted	Amount Disposed		Waste Facility	
	(If recycled or reused write YES; If disposed state why not diverted)	(mm/dd/yy)	(tons)	(tons)	Name	City/State	Phone Number
Appliances							
Asphalt							
Cardboard							
Carpet						1	
Concrete							
Gypsum Drywall							
and Clearing/Soil							
Masonry							
Metals: Ferrous							
Metals: Non-ferrous							
Mixed/Co-mingled Waste							
Plastic							
Roofing: Asphalt-Based							
Roofing: EPDM							
Salvaged/Surplus Materials for Reuse							
Wood: Landclearing Debris							
Wood: Scrap Lumber							
Other (specify):							
Signature:		_	Date:				

Date: _____



PARTIAL LIEN WAIVER AND RELEASE UPON PAYMENT

	artial Lien Waiver and Release Upon Payment is submitted pursuant to the Contract Documents en (hereinafter called "Owner") and
(herein "Projecto be p	chereinafter called "Owner") and
This Pa	artial Lien Waiver and Release Upon Payment is also submitted pursuant to Contractor's Application ment No in the amount of \$ for work, labor and materials installed in ored for the Project through, 20
(1)	The Contractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Contract Documents and in conformance with all Construction Documents.
(2)	Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Contractor for use or incorporation into the construction of the improvements to the Property are listed in Contractor's Application for Payment.
(3)	All sums due by Contractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Contractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Contractor's activities on, or improvements to, the Property, except as set forth below.
(4)	Contractor is not aware of any claims which may arise against Owner for damages resulting form injury or death to any employees, subcontractors, or the public at large arising out of any of Contractor's activities or construction work on the Property.
(5)	There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
(6)	This Partial Lien Waiver and Release Upon Payment constitutes a representation by the undersigned, for and on behalf of the Contractor, that the payment referenced above, once received, constitutes full and complete payment for all work performed and invoiced under this pay application.
(7)	Below is a list of items which serve as an exception to the representations set forth in Paragraphs 4, 5 and 6 above (items not listed are waived irrevocably):
(8)	The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release Upon Payment. Dated this day of, 20
Signati Name:	RACTOR: ure:
	ribed and sworn to before me day of, 20
Notary My cor	Public, State ofmmission

ADVANCE PURCHASE AFFIDAVIT

STATE OF WISCONSIN) COUNTY OF)	
, bein	g duly sworn, on oath deposes and says that he is
an officer, to-wit,o	f,
hereinafter referred to as the Contractor, n	ow engaged in furnishing work and material on
Project No.:	, and that attached is a true and correct
statement of materials inventoried or purch	nased by the Contractor for the Project together
with dates of purchases and inventory with	the location of the material; evidence of payment
or certification of removal from stock; that	affiant is personally familiar with the facts in the
statement and swears they are true and co	rrect; that the statement is given as a
consideration for payment by the County for	or the cost of such materials; that as a further
consideration for such payment, this affiant	t covenants and agrees that no part of the
materials shall at any time be diverted to a	ny purpose other than its use in the County
project, without written consent of the Cou	inty; and that Contractor shall have the care,
custody and control of the materials and sa	afeguard them against loss, damage or destruction
from any cause.	
	CONTRACTOR
	BY:(Signature)
Subscribed and Sworn to be before me	
this day of	
20	
Notary Public, County My Commission expires:	ty, Wisconsin.

TRANSMITTAL LETTER (Advance Purchase)

TO:	Department of Administrative Services Facilities Management Architectural, Engineering and Environmental Services Section Milwaukee County 633 W. Wisconsin Ave., Suite 1000
	Milwaukee, Wisconsin 53203
	Project No.:
	Project Name:
with i	hed is an Advance Purchase Affidavit completed in form, and a Waiver of Lien together nvoices or statements for the materials covered by said waiver. In conformance with dvance Purchase Affidavit, the material is suitably stored and protected at the following on(s):
(Firm	Name)
Ву: _	Date:
	(Name and Title)
(For	County Use Only)
Inspe	cted this, 20
FACIL	AUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES LITIES MANAGEMENT- ARCHITECTURAL, ENGINEERING AND ENVIRONMENTAL ICES SECTION
Ву: _	
	ance Company of Milwaukee County notified about including coverage of the above

"CONDITIONAL UPON RECEIPT"

WAIVER OF LIEN

The undersigned, for value received, hereb	y waives its lien on any money;	bonds or
warrants due or to become due the prime	contractor,	, on
Project Name and No	situated in	the City of
, County of Milwauk	cee, State of Wisconsin, and des	scribed and located
at This waiver of	lien is in the total sum of \$	
and covers invoice numbers:		
INVOICE NUMBER	<u>AMOUNT</u>	
This waiver of lien affects only materials fu		
not impair the undersigned's right to a lien	authorized by Section 289.15,	Wisconsin
Statutes, for additional materials to be furn	ished to	, contractor, and
used in connection with the erection, const	ruction, alterations or repair of	the premises
located at	<u>.</u>	
Dated at, Wisconsin,	this day of	, 20
	(Firm Name)	
	Rv	

Project Number: 5740-23999

DOCUMENT 00 63 63 SUPPLEMENTAL JOB ORDERS, CHANGE ORDERS, EXTRA WORK AND CLAIMS

- The contract language contained in Document 00 63 63 will supplement the pricing contract provisions of Section 3 "Changes in Work" contained in Document 00 73 10 - JOC Supplemental Conditions. It is understood that these contract provisions will govern the pricing and administration of all Job Order Proposals to be submitted by the Contractor and Trade Contractors working on each Job Order.
- 2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders. It is understood that these procedures and provisions will apply to all methods of change order pricing and Supplemental Job Orders.
- 3. The term change order and Supplemental Job Order can be used interchangeably. Both terms shall include Extra Work and Claims unless specifically excluded or further described.
- 4. Whenever changes in the Detailed Scope of Work become necessary, the Owner without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 5. Price Proposals for Supplemental Job Orders shall include credits for deleted Pre-priced Tasks and Non Pre-priced Tasks. The value of those credits shall be equal to the value of the Tasks as they appeared in the approved Price Proposal for the original Job Order.
- 6. The Contractor is required to notify the Owner within seven (7) calendar days subsequent to an event that may lead to a claim by the Contractor or Subcontractor of any tier. The claim is to be perfected and the Owner provided a full accounting for all costs associated with the claim within thirty (30) calendar days, unless the Contractor requests in writing and the Owner agrees to a specific extension of this time. The reason for the extension is to be made known to the Owner in the written request. Any claims that are not promptly and accurately reported in keeping with this Document 00 63 63 will not be entertained. The Owner has the right to verify amounts claimed in the same manner as described in paragraphs 15 and 16 of this Document 00 63 63.

Project Number : 5740-23999 6/22

DOCUMENT 00 65 00 PROJECT CLOSEOUT FORMS

PART 1 - GENERAL

1.1 DOCUMENT INFORMATION

A. The forms in this document shall be used during the project closeout.

1.2 FORMS

A. This section contains the following documents:

ALL PROJECTS

1.	Pay Application Checklist	1 page
2.	Consent of Surety to Final Payment – AIA G707	2 pages
3.	Summary of Solid Waste Disposal and Diversion Form	1 page
4.	Final Lien Waiver	1 page
5.	Certificate of Substantial Completion (to be completed by Architect/ Engineer of Record and submitted with final payment application)	2 pages
LOC	CAL FUNDING	
6.	Contract Close-out Payment Certifications (TBE-18)	1 page
7.	Final Payment Affidavit of Compliance with Contractor Labor Residency Provisions	1 page
		. 0
FED	DERAL FUNDING	. •

END OF DOCUMENT

9. Final Payment Affidavit of Compliance with Wage Rate (Form 2036)

1 page



66-285, 66-286, 71.82).

ARCHITECTURE, ENGINEERING, & ENVIRONMENTAL SERVICES SECTION

Payment Application Checklist - Contractor

Project Name:				
Project Number:				
Construction Coordinator (CC):				
Contractor:				
Complete the following checklist and attach it to the cover of all partial are a partial payment and the 'Final' column for a final payment. Mark an 'X' and indicate the reason in the notes.				
ITEMS		ı	Che	eck List
		Final		Notes
Pay application (G702 & G703) date stamped	Х	Х		
G702/G703 signed & notarized	Х	Х		
Project number & name shown on G702	Х	Х		
Value of work to date is reasonable	Х	Χ		
Retainage is correct	Х			
WasteCap Trace Plan completed & attached	Х	Х		
DBE breakout shown on G703	Х	Χ		
LCP Tracker Summary of Gross Payroll Dollars (Residency) attached	Х	Χ		
LCP Tracker Certified Payroll Summary Report attached	Х	Х		
B2GNOW Audit Summary Report attached	Х	Х		
Consent of Surety to Reduction of Retainage attached if applicable	Х			
Consent of Surety to Final Payment attached		Х		
Final Payment Wage Rate Affidavit (2036 A) attached		Х		
DBE Subcontractor Payment Certificate (018) attached		Х		
Contractor has received signed Certificate of Substantial Completion		Х		
Operating Manuals submitted to Construction Coordinator		Х		
As-Built drawings submitted to Construction Coordinator		Х		
Contractor signed verification of Punchlist Completion sent to CC		Χ		
Items below line are for Milwauk	ee Cour	nty use	only	
Notification sent to Contractor if residency goal not met		Х		
Designer signature is on G702		Х		
Dodgilor digitataro lo ori Oroz	-		1 i	

The above items must be included in your payment application. Failure to comply will result in you invoice being held. (Wis. Stats.



Consent of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT	NUMBER: OWNER □
	CONTRACT FOR:	OWNER
	JOHN HOLL	ARCHITECT □
		CONTRACTOR □
TO OWNER: (Name and address)	CONTRACT DATED:	SURETY 🗆
		OTHER 🗆
In accordance with the provisions of the ((Insert name and address of Surety)	Contract between the Own	ter and the Contractor as indicated above, the
(insert name and address of surery)		
on bond of		, SURETY,
(Insert name and address of Contractor)		
hereby approves of the final payment to the	he Contractor, and agrees	, CONTRACTOR, that final payment to the Contractor shall not
relieve the Surety of any of its obligations (Insert name and address of Owner)	s to	
(mseri mane and address of Owner)		
		, OWNER.
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety has	s hereunto set its hand on	this date:
(Insert in writing the month followed by the	he numeric date and year.)
		(6)
		(Surety)
	99	(Signature of such size I was a six
		(Signature of authorized representative)
Attest: (Seal):		(Printed name and title)
		(1 tomba name and mie)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G707TM – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



Consent of Surety to Final Payment

GENERAL INFORMATION

Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents

Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

Reproductions

This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G707, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

COMPLETING THE G707 FORM

General

The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

Architect's Project No.

This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For

This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name:					Contractor Name:		
Project Number:		Contractor License #: _			Contractor Address:		
Solid Waste Material	Diverted from Landfill?	Date Diverted/ Disposed	Amount Diverted	Amount Disposed	Waste Facility		
	(If recycled or reused write YES; If disposed state why not diverted)	(mm/dd/yy)	(tons)	(tons)	Name	City/State	Phone Number
Appliances							
Asphalt							
Cardboard							
Carpet							
Concrete							
Gypsum Drywall							
and Clearing/Soil							
Masonry							
Metals: Ferrous							
Metals: Non-ferrous							
Mixed/Co-mingled Waste							
Plastic							
Roofing: Asphalt-Based							
Roofing: EPDM							
Salvaged/Surplus Materials for Reuse							
Wood: Landclearing Debris							
Wood: Scrap Lumber							
Other (specify):							
Signature:		_	Date:				

Date: _____



FINAL LIEN WAIVER AND RELEASE

Pursuant to the terms and conditions of the amendments or modifications thereof, if any	Contractor Agreement dated, 20, and // (the "Agreement"), between
(hereinafter called "Contractor"), and the work as defined in the Agreement (the "	
the work as defined in the Agreement (the	VVOIK), CONTRACTOR STATES AS TORIOWS.
1. Contractor covenants, represents a	and warrants that:
	ment in full for all the labor, services and material relating to red and furnished by any subcontractor, materialman, laborer
the premises arising out of said labor, serv Agreement and materials, or otherwise, or	ds or rights to liens against the Owner or Contractor, or against ices and materials, or otherwise, or arising out of the arising out of the Agreement on the part of any person, firm or ctor, materialmen, laborer or other person; and
The Property is free of and from any and a	Il claims, demands and liens arising out of the Agreement.
Contractor's subcontractors, materialmen, materials in connection with the Agreemen now or hereafter exist or be claimed on or	r Contractor and, to the extent permitted by law, for laborers and all other persons furnishing services, labor or t, any and all claims or lien or rights to claims or liens that may against the Owner or the real property for which or upon which tor agrees to furnish upon demand a good and sufficient full
3. Contractor covenants and agrees:	
	om any such claim, demand, lien or right to lien, and to defend bay any costs, expenses and attorneys' fees incurred by Owner
	ndersigned from Owner shall be received by the undersigned urpose of paying for unpaid work performed, services rendered the Agreement, if any.
Dated this day of	, 20
CONTRACTOR: Signature: Name: Title:	- -
Subscribed and sworn to before me this day of, 20	
Notary Public, State of	_ _
My commission	



ARCHITECTURE, ENGINEERING, & ENVIRONMENTAL SERVICES SECTION

Certificate of Substantial Completion

Date:	
Project Name:	
Project Number:	
Contract Number:	
Contractor Name:	
NTP Date:	
Project or designated	portion of work to be substantially complete shall include:
knowledge, information	under the Contract has been reviewed and found, to the Designers best on and belief, to be substantially complete. Substantial Completion is the stage in ork or designated portion thereof that is sufficiently complete in accordance with
	nts so the Owner may occupy or utilize the work for its intended purpose.
The date of Substantia established as:	al Completion of the project or designated portion noted above is hereby
	of commencement of applicable warranties required by the Contract Documents, (Enter or attach information such as punch list date or specific unaccepted items)
	s to be completed or corrected is attached hereto. The failure to include any items not alter the responsibility of the Contractor to complete all Work in accordance uments.



Managing Engineer Name	Signature	Date
Designer Name	Signature	Date
The contractor shall complete or from the above date of Substantia	correct the Work on the attached Pund al Completion.	ch List within days
Contractor Name	Signature	Date
will assume full possession thereconnected owner shall assume responsibility	he Work or designated portion thereon of at midnight on the above date of Sul y for safety, security, maintenance, hea unch List items and those additional ite	ostantial Completion. The at, utilities, damage to the Work,
Owner Department	Signature	Date
List of attachements:		



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

CONTRACT CLOSE-OUT PAYMENT CERTIFICATION

Prime Contractor/Consultant must complete and attach to the request for final payment

County Department Issuing Contract/Project:	
Prime Contractor/Consultant:	
TBE Firm:	
Project No: Project Nar	me:
Complete Section A if full payment has been Complete Section B if full payment will be ma	made ade upon receipt of final payment from Milwaukee County
SECTION (A) TBE FIRM COMPLETES IF FINAL	PAYMENT HAS BEEN RECEIVED
hereby certify that our firm received \$	total payment for work
Date:, 20	
(TBE Contractor/Consultant Signature)	(Print Name & Title)
	BEEN MADE AND A BALANCE REMAINS DUE
I hereby certify that our firm has paid to date a to	otal of \$ and will pay the balance of
\$to	
upon receipt of payment from Milwaukee County	for work on the above referenced project or contract
Date:, 20	
(Prime Contractor/Consultant Signature)	(Print Name & Title)
(TBE Contractor/Consultant Signature)	(Print Name & Title)

TBE-18 (01/01/18) Previous Editions Obsolete



ARCHITECTURE, ENGINEERING, & ENVIRONMENTAL SERVICES SECTION

Final Payment Affidavit of Compliance with Contractor Labor Residency Provisions

Project No.	Proj	ect Name:		
l,	,being duly s	sworn, state that:		
1. I am the a the provisions of Milwauke Program.	of ee County Code of Ord	of linances regardin		e this affidavit pursuant to nty's Contractor Residency
2. I have completed the V to obtain my final paymen		ct for the above n	amed Project and	make this affidavit in orde
3. I have complied with th	ne contractor residency	provisions in the	above referenced	d project contract.
4. I have received similar subcontractors who worke		ce with the reside	ncy provisions fro	m each of my agents and
	subcontractors emplo	yed on the above		of every laborer, worker or ncluding the hours worked
These records will be kep and made available for ins project.		•	ollowing date of su	ubstantial completion of thi
(signature)				
Subscribed and sworn to l	pefore me			
This date:		-		
Notary Public, State of:				
My Commission Expires:				
Submit with final app for payment.	lication			



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CONTRACT CLOSE-OUT DBE PAYMENT CERTIFICATION

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Departme	ent Issuing Contract/Project: _	
Prime Contractor	/Consultant:	
DBE Firm:		
		ct Name:
Complete Section		f full payment has been made. e upon receipt of final payment from Milwaukee County.
*SECTION (A)	DBE FIRM COMPLETES	F FINAL PAYMENT HAS BEEN RECEIVED
I hereby certify th	at our firm received \$	total payment for work on the above
referenced Milwa	ukee County project or contra	ct.
Date	, 20	
(DBE Contractor/	Consultant Signature)	(Print Name & Title)
*SECTION (B)		TOR/CONSULTANT AND DBE FIRM COMPLETE NOT BEEN MADE TO DBE FIRM AND A BE PAID.
I hereby certify th	at our firm has paid to date a	total of \$ and will pay the balance
of \$	to	upon
receipt of paymer	nt from Milwaukee County for	work on the above referenced project or contract.
Date:	, 20	
(Prime Contracto	r/Consultant Signature)	(Print Name & Title)
(DBE Contractor/	Consultant Signature)	(Print Name & Title)

for payment.

FINAL PAYMENT AFFIDAVIT OF COMPLIANCE WITH WAGE RATE

Project No.	Project Nan	me:
I,	,being duly sworn, s	state that:
I am the a the provisions of Federal v works.	of of wage and fringe benefit rates f	, and make this affidavit pursuant to for Federal funded contracts for construction of public
2. I have completed the V to obtain my final payment		ne above named Project and make this affidavit in order
3. I have complied with th	e wage and hour requirement	its provisions in the above referenced project contract.
4. I have received similar subcontractors who worke		the contract wage rates from each of my agents and
mechanic that I and/or my		es and trade or occupation of every laborer, worker or the above named project, including the hours worked loyee.
These records will be kep	t at (place and address)	,
and made available for insproject.	spection for a period of three ((3) years following date of substantial completion of this
(signature)		
Subscribed and sworn to b	pefore me	
This date:		
Notary Public, State of:		
My Commission Expires:		
Submit with final app	lication	

DOCUMENT 00 72 00

GENERAL CONDITIONS OF THE CONTRACT

NOTE: This section contains the following document(s):

A201: General Conditions of the Contract for Construction 54 pages

UNIVERSAL MODIFICATIONS TO A201, 2017 Edition 12 pages

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« »

THE OWNER:

(Name, legal status and address)

« »« » « »

THE ARCHITECT:

(Name, legal status and address)

>> × >> **>>**

TABLE OF ARTICLES

- **GENERAL PROVISIONS**
- 2 **OWNER**
- 3 CONTRACTOR
- **ARCHITECT**
- 5 **SUBCONTRACTORS**
- CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- **CHANGES IN THE WORK**
- TIME
- PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 **INSURANCE AND BONDS**
- 12 **UNCOVERING AND CORRECTION OF WORK**
- **MISCELLANEOUS PROVISIONS** 13
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- **CLAIMS AND DISPUTES** 15

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be r eviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

INDEX (Topics and numbers in bold are Section headings.) Acceptance of Nonconforming Work 9.6.6, 9.9.3, 12.3 Acceptance of Work 9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3 Access to Work 3.16, 6.2.1, 12.1 **Accident Prevention** Acts and Omissions 3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2 Addenda 1.1.1 Additional Costs, Claims for 3.7.4, 3.7.5, 10.3.2, 15.1.5 **Additional Inspections and Testing** 9.4.2, 9.8.3, 12.2.1, **13.4 Additional Time, Claims for** 3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6 Administration of the Contract** 3.1.3, **4.2**, 9.4, 9.5 Advertisement or Invitation to Bid 1.1.1 Aesthetic Effect 4.2.13 Allowances **Applications for Payment** 4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10 Approvals 2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1 **Arbitration** 8.3.1, 15.3.2, 15.4 **ARCHITECT** Architect, Definition of Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1 Architect, Limitations of Authority and Responsibility 2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2 Architect's Additional Services and Expenses 2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4 Architect's Administration of the Contract 3.1.3, 3.7.4, 15.2, 9.4.1, 9.5 Architect's Approvals 2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work 3.5, 4.2.6, 12.1.2, 12.2.1 Architect's Copyright 1.1.7, 1.5 Architect's Decisions 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2 Architect's Inspections 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4 Architect's Instructions 3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2 Architect's Interpretations 4.2.11, 4.2.12 Architect's Project Representative 4.2.10 Architect's Relationship with Contractor 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2 Architect's Relationship with Subcontractors 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3 Architect's Representations 9.4.2, 9.5.1, 9.10.1 Architect's Site Visits 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4 Asbestos 10.3.1 Attorneys' Fees 3.18.1, 9.6.8, 9.10.2, 10.3.3 Award of Separate Contracts 6.1.1, 6.1.2 Award of Subcontracts and Other Contracts for Portions of the Work 5.2 **Basic Definitions** 1.1 **Bidding Requirements** 1.1.1 Binding Dispute Resolution 8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1 Bonds, Lien 7.3.4.4, 9.6.8, 9.10.2, 9.10.3 **Bonds, Performance, and Payment** 7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5 Building Information Models Use and Reliance 1.8 Building Permit** 3.7.1 Capitalization Certificate of Substantial Completion 9.8.3, 9.8.4, 9.8.5 **Certificates for Payment** 4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval 13.4.4 Certificates of Insurance 9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of 1.6.2,

15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4 Claims and Timely Assertion of Claims 15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for 3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of 8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions 3.7.4,

4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder 15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4.6

Construction Change Directive, Definition of 7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's 3.10,

3.11, 3.12.1, 3.12.2, 6.1.3, 15.1 6.2

Contingent Assignment of Subcontracts 5.4, 14.2.2.2

Continuing Contract Performance 15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to 3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of 1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR 3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal

Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance 11.1

Contractor's Relationship with Separate Contractors Damages for Delay 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2 and Owner's Forces 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4 Date of Commencement of the Work, Definition of 8.1.2 Contractor's Relationship with Subcontractors 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, Date of Substantial Completion, Definition of 9.6.7, 9.10.2, 11.2, 11.3, 11.4 8.1.3 Contractor's Relationship with the Architect Day, Definition of 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 8.1.4 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, Decisions of the Architect 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, Contractor's Representations 14.2.2, 14.2.4, 15.1, 15.2 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2 **Decisions to Withhold Certification** Contractor's Responsibility for Those Performing the 9.4.1, **9.5**, 9.7, 14.1.1.3 Work Defective or Nonconforming Work, Acceptance, 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8 Rejection and Correction of Contractor's Review of Contract Documents 3.2 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, Contractor's Right to Stop the Work 2.2.2, 9.10.4, 12.2.1 Definitions 9.7 Contractor's Right to Terminate the Contract 14.1 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, Contractor's Submittals 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, **Delays and Extensions of Time 3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 9.8.3, 9.9.1, 9.10.2, 9.10.3 Contractor's Superintendent 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5 3.9, 10.2.6 **Digital Data Use and Transmission** Contractor's Supervision and Construction 1.7 Procedures Disputes 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 6.3, 7.3.9, 15.1, 15.2 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4 **Documents and Samples at the Site** Coordination and Correlation 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1 Drawings, Definition of Copies Furnished of Drawings and Specifications 1.5, 1.1.5 Drawings and Specifications, Use and Ownership of 3.11 2.3.6, 3.11 Copyrights 1.5, Effective Date of Insurance 3.17 8.2.2 **Emergencies** Correction of Work 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, **10.4**, 14.1.1.2, **15.1.5** 15.1.3.1, 15.1.3.2, 15.2.1 Employees, Contractor's **Correlation and Intent of the Contract Documents** 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2 1.2 10.3.3, 11.3, 14.1, 14.2.1.1 Cost, Definition of Equipment, Labor, or Materials 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 7.3.4 Costs 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, Execution and Progress of the Work 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, Cutting and Patching 3.14, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4 6.2.5 Extensions of Time Damage to Construction of Owner or Separate Contractors 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4 10.4, 14.3, 15.1.6, **15.2.5 Failure of Payment** Damage to the Work 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4 9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2 Damages, Claims for Faulty Work 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, (See Defective or Nonconforming Work) 11.3, 14.2.4, 15.1.7 Final Completion and Final Payment 4.2.1,

4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's Intent of the Contract Documents 1.2.1, 2.2.1, 13.2.2, 14.1.1.4 **GENERAL** 4.2.7, 4.2.12, 4.2.13 **PROVISIONS** Interest 13.5 1 **Governing Law Interpretation** 1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1 Guarantees (See Warranty) Interpretations, Written 4.2.11, 4.2.12 **Hazardous Materials and Substances** 10.2.4, **10.3** Judgment on Final Award Identification of Subcontractors and Suppliers 15.4.2 5.2.1 Labor and Materials, Equipment Indemnification 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3 **Information and Services Required of the Owner** 10.2.4, 14.2.1.1, 14.2.1.2 2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, Labor Disputes 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 8.3.1 14.1.1.4, 14.1.4, 15.1.4 Laws and Regulations 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, **Initial Decision** 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.2 Initial Decision Maker, Definition of 15.4 Liens 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8 Initial Decision Maker, Decisions 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5 Limitations, Statutes of Initial Decision Maker, Extent of Authority 12.2.5, 15.1.2, 15.4.1.1 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5 Limitations of Liability Injury or Damage to Person or Property 10.2.8, 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 10.4 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, Inspections 11.3, 12.2.5, 13.3.1 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, Limitations of Time 9.9.2, 9.10.1, 12.2.1, 13.4 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, Instructions to Bidders 1.1.1 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, Instructions to the Contractor 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2 15.1.2, 15.1.3, 15.1.5 Instruments of Service, Definition of Materials, Hazardous 1.1.7 10.2.4, 10.3 Insurance Materials, Labor, Equipment and 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1\3/9.10.2, Insurance, Notice of Cancellation or Expiration 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2 11.1.4, 11.2.3 Means, Methods, Techniques, Sequences and Insurance, Contractor's Liability 11.1 Procedures of Construction Insurance, Effective Date of 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2 8.2.2, 14.4.2 Mechanic's Lien Insurance, Owner's Liability 11.2 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8 **Insurance, Property** Mediation **10.2.5**, 11.2, 11.4, 11.5 8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, Insurance, Stored Materials 9.3.2 15.4.1.1 **INSURANCE AND BONDS 11** Minor Changes in the Work Insurance Companies, Consent to Partial Occupancy 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4** MISCELLANEOUS PROVISIONS 9.9.1 Insured loss, Adjustment and Settlement of 11.5 Modifications, Definition of 1.1.1 Modifications to the Contract 1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2 **Mutual Responsibility**

6.2

Nonconforming Work, Acceptance of 9.6.6, 9.9.3, 12.3 Nonconforming Work, Rejection and Correction of 2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2 Notice **1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1 Notice of Cancellation or Expiration of Insurance 11.1.4, 11.2.3 **Notice of Claims** 1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1 Notice of Testing and Inspections 13.4.1, 13.4.2 Observations, Contractor's 3.2, 3.7.4 Occupancy 2.3.1, 9.6.6, 9.8 Orders, Written 1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1 **OWNER 2** Owner, Definition of Owner, Evidence of Financial Arrangements 2.2, 13.2.2, 14.1.1.4 Owner, Information and Services Required of the 2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,13.4.2, 14.1.1.4, 14.1.4, 15.1.4 1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,

Owner's Authority 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,

Owner's Insurance

15.2.7

Owner's Relationship with Subcontractors 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work **2.5**, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to **Award Separate Contracts**

Owner's Right to Stop the Work 2.4

Owner's Right to Suspend the Work

Owner's Right to Terminate the Contract 14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,

Partial Occupancy or Use 9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9 8.5, 9.10.1,

14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,

9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of 9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION 9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of 3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

PROTECTION OF PERSONS AND PROPERTY 10

Regulations and Laws Site Inspections 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, Site Visits, Architect's 15.4 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4 Rejection of Work Special Inspections and Testing 4.2.6, 12.2.1 4.2.6, 12.2.1, 13.4 Releases and Waivers of Liens 9.3.1, Specifications, Definition of 9.10.2 1.1.6 **Specifications** Representations 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, **3**.17, 4.2.14 Representatives Statute of Limitations 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1 15.1.2, 15.4.1.1 Responsibility for Those Performing the Work 3.3.2, Stopping the Work 2.2.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10 2.4, 9.7, 10.3, 14.1 Stored Materials Retainage 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3 6.2.1, 9.3.2, 10.2.1.2, 10.2.4 Review of Contract Documents and Field Subcontractor, Definition of **Conditions by Contractor** 5.1.1 SUBCONTRACTORS **3.2**, 3.12.7, 6.1.3 Review of Contractor's Submittals by Owner and Subcontractors, Work by 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, Architect 9.3.1.2, 9.6.7 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2 **Subcontractual Relations** Review of Shop Drawings, Product Data and **5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1 Samples by Contractor 3.12 Submittals **Rights and Remedies** 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 9.8, 9.9.1, 9.10.2, 9.10.3 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, Submittal Schedule 12.2.4, 13.3, 14, 15.4 3.10.2, 3.12.5, 4.2.7 Royalties, Patents and Copyrights Subrogation, Waivers of 6.1.1, 11.3 Rules and Notices for Arbitration Substances, Hazardous 15.4.1 10.3 **Substantial Completion** Safety of Persons and Property 10.2, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 10.4 **Safety Precautions and Programs** 12.2, 15.1.2 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4 Substantial Completion, Definition of Samples, Definition of 9.8.1 3.12.3 Substitution of Subcontractors Samples, Shop Drawings, Product Data and 5.2.3, 5.2.4 Substitution of Architect 3.11, 3.12, 4.2.7 Samples at the Site, Documents and 3.11 2.3.3 Substitutions of Materials Schedule of Values 9.2, 9.3.1 3.4.2, 3.5, 7.3.8 Schedules, Construction Sub-subcontractor, Definition of 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2 5.1.2 Separate Contracts and Contractors **Subsurface Conditions** 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2 3.7.4 Separate Contractors, Definition of **Successors and Assigns** 6.1.1 13.2 Shop Drawings, Definition of **Superintendent 3.9**, 10.2.6 3.12.1 **Shop Drawings, Product Data and Samples Supervision and Construction Procedures** 3.11, 3.12, 4.2.7 1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,

7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Site, Use of 3.13,

6.1.1, 6.2.1

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,

Surety, Consent of 9.8.5,

9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience 14.3

Suspension of the Work 3.7.5,

5.4.2, 14.3

Suspension or Termination of the Contract 5.4.1.1,

14 **Taxes**

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor 14.1,

15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2,** 15.1.7

Termination by the Owner for Convenience 14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment 14.2.2

TERMINATION OR SUSPENSION OF THE **CONTRACT**

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME 8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

15.1.2, 15.1.3, 15.4

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work 9.3.2,

9.3.3

UNCOVERING AND CORRECTION OF

WORK

Uncovering of Work

Unforeseen Conditions, Concealed or Unknown 3.7.4,

8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens 9.3,

9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,

15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1



ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect, or (5) a Field Change (as defined herein). Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties and the Owner shall be entitled to performance and enforcement of obligations under the agreement between Contractor and Subcontractors intended to complete the Work.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

§ 1.1.6.1 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.6.2 Any reference in the Specifications to codes, standard specifications or manufacturer's instructions shall mean the indicated date of a specific document or the printed edition of each in effect as of the date the Specifications are dated. If any of these codes, specifications or instructions changes between the time the Agreement is executed between the Owner and Contractor and the Specifications are issued to the Contractor, the cost and time for the Work shall be adjusted, if necessary, to account for any actual increases in the direct cost of the Work.

§ 1.1.6.3 In some Sections of the Specifications, as an aid only to bidding, work has been delegated to others, i.e., installed by electrician, mason, etc., or plumber, etc., or furnished and installed by electrician, mason, etc., or furnished under Millwork and installed under Carpentry, etc. This procedure is used to avoid bidding of an item twice or omitting it entirely. The Contractor has the right to shift sections, trades, etc., and it is the definite responsibility of the Contractor to delegate work or branches of work to proper trades in accordance with good practice and within jurisdiction of local building trades

§ 1.1.7 THE PROJECT-MANUAL

The Project Manual is a volume assembled for the Work which may include the instructions to bidders, bidding requirements, sample forms, Conditions of the Contract, Specifications and other supplemental information. The Project Manual includes all Division 00 and 01 Sections. All reference to Division 00 or Division 01 are references to the Specifications.

§ 1 1.87 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.98 [Intentionally Deleted] Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

- § 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of any inconsistency among the Contract Documents, at Owner's discretion, the better quality or more stringent requirement shall apply.
- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. In case work or materials are specified and/or shown on Drawings to be done or provided by more than one Prime Contractor, each such Contractor will be deemed to have included this item in their bid, and Architect will recommend to the Owner who shall furnish work and who shall submit credit to Owner for work. The Owner will make a final determination on who will furnish the work.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In case of disputes over words and abbreviations that have well known or trade meanings, Architect's interpretation of terms shall be final.
- § 1.2.4 The general character and scope of Work is indicated by the Drawings. Where a portion of the Work is fully drawn and the remainder is merely indicated, the portion fully drawn shall apply to all similar parts of the Work to the extent it can be reasonably inferred.
- § 1.2.5 Lists of "work included" and "work excluded" are not intended to enumerate each and every item of work or appurtenant required. All work indicated shall be supplied except items specially noted as "by others", "by Owner," "not in contract, ""existing, "or similarly noted. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings and consistent with the Contract Sum, as defined in Article 4 of the Agreement, and the detail provided therein.
- § 1.2.6 Where items of material, equipment and labor are referred to in the singular, such item or items shall be provided in the number necessary for the proper completion of the Work.

(1882612562)

§ 1.2.7 Unless otherwise specifically indicated, all references to "days" refers to calendar days. If a deadline falls on a weekend or a legal holiday (as defined by Chapter 17.17 (3) of Milwaukee County Code of Ordinances), the deadline shall be extended to the next business day.

§ 1.2.8 Sections of Division 00 and 01 shall govern execution of work of all Sections of the Specifications.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

- § 1.4.1 Project Manual Documents and Sections are numbered and titled in accordance with Construction Specifications Institute's MasterFormat.
- § 1.4.2 Each Specification Section contains "Section Includes", "Summary", or "Work Included" list of work items described in Section which is not intended to limit or restrict volume of work required by Section of Specifications. It is solely for convenience of reference.
- § 1.4.3 Where word "Contractor" occurs in Specification Sections of Divisions 2 through 50, it shall mean Contractor, Subcontractors, Erector, Fabricator, or Material Supplier for that particular Section. Contractor may be referred as CSI section number "XX XX XX" Contractor.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights except as otherwise stated in contract with Owner. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and, where applicable, the Architect's consultants.
- § 1.5.3 Contractor shall indemnify, hold harmless and defend Owner, Architect, Architect's Consultants, from and against any claim, loss, damage or injury resulting from Contractor's or Subcontractor's: (1) unauthorized use of the Instruments of Service, including, without limitation, use of the Instruments of Service on any other project. This duty shall include the reasonable attorneys' fees incurred by Owner in enforcing the terms set forth in this section.
- § 1.5.4 Agreement shall be signed by Contractor and Owner. In accord with Milwaukee County Code, Chapter 44, Public Works Contracts, Contractor shall return signed Contract and executed Performance Bond within 10 days from receipt of Contract or as approved by the Director of Administrative Services.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use (1) AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit or (2) another format agreed by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in (1) AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form or (2) another format agreed by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing athose representatives who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2 1.2 The Owner shall furnish to the Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. Owner upon reasonable request will furnish to Subcontractors information which is necessary for filing a lien on money due or to become due Prime Contractor.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the

Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.
- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 Except as provided in the Contract Documents, The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Contractor shall notify Owner of any discrepancies or information which is lacking in the information provided by the Owner of which the Contractor is aware or reasonably should be aware.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance that is necessary for the completion of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

§ 2.4.1 If the Contractor (a) fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 after fifteen (15) days prior written notice, or (b) repeatedly fails to carry out Work in accordance with the Contract Documents and after fifteen (15) days prior written notice, and in either case (a) or (b) the Contractor does not undertake efforts to cure the non-conforming Work, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Contractor shall not have a Claim for the increase in the Cost of the Work or for an extension of the Contract Time if the Work is stopped pursuant to this section.

§ 2.4.2 The Owner or the Owner's inspectors may stop the Work until a condition deemed unsafe to persons is corrected. Should this occurrence delay the Work, the Contractor shall be responsible for any excess costs associated with the work stoppage and shall not be allowed an extension of time in which to perform. This provision does not relieve Contactor of its exclusive responsibility for safe Work practices nor impose upon the Owner aby obligation to supervise Contactor's work practices.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or otherwise fails to comply with its obligations under the Contract Documents and fails within a tenfifteen day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or

neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In such a case, all such costs, including attorneys' fees and additional compensation for the Architect's additional services shall be deducted from payments then or thereafter due to the Contractor. Owner shall also be entitled to withhold payment otherwise due to Contractor until such remedial action is complete and fully accounted for. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within 30 days of Owner providing the amount due to the Contractor. If Contractor defaults or neglects to carry out Work in accordance with Contract Documents and fails within fifteen days after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, after 15 days following receipt by Contractor and without prejudice to other remedies Owner may have, correct deficiencies. In such case, appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor, cost of correcting such deficiencies, including compensation for Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by Owner and amounts charged to Contractor are both subject to prior approval of Architect. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay difference to Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor and all applicable Subcontractors and Suppliers shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3 1.2 The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved pursuant to Section 3.12 herein.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. In making its observations, the Contractor shall utilize any Owner provided information about the Project, Work or site, including, but not limited to, surveys, subsurface tests and data, the identification and location of hazardous substances and the condition and characteristics of structures on the site, unless Contractor has specific knowledge that the Owner provided information is contrary to existing conditions. If that occurs, then Contractor shall ask for clarification from Owner or Architect. Whenever possible: tThe Contractor and all of its necessary Subcontractors, as appropriate, shall endeavor to verify existing field conditions that are visible (i.e., accessible through normal and customary methods of observation and investigation). Where existing field conditions are not visible (e.g., below grade) or concealed within construction assemblies, and existing items are indicated on the drawings, such items shall be considered as being shown schematically only, if so represented or designated as such by Architect.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents.; however, t_The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered, including design errors or openissions, by or made known to the Contractor as a request for information in such form as the Architect may

require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

- § 3.2.3 The Except as specifically set forth in the Contract Documents, the Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency, omission or difference in the Contract Documents that Contractor knowingly recognized or should have reasonably recognized without such notice to the Architect and Owner, the costs for correction will be allocated among the responsible parties.
- § 3.2.5 The Contractor shall provide the necessary estimating and coordination services to evaluate the value engineering and cost savings options. Contractor shall not be entitled to an increase in the Contract Price for such services. For those options the Owner approves as a lump sum adjustment, the Contract Price shall be reduced by the full amount of direct costs associated with the change through the Change Order Process.
- § 3.2.6 The Contractor may submit requests for information to the Architect to help facilitate the Contractor's performance of the Contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.
- § 3.2.7 Each request for information shall be submitted to the Architect, in writing. The RFI form is to be agreed by Owner and Architect prior to use. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.
- § 3.2.8 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.
- § 3.2.9 The Contractor shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawing reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meeting.
- § 3.2.10 The Contractor shall provide the Owner's representative with a copy of each request for information.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite

safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures, unless Contractor is negligent, intentionally causes misconduct, or acts recklessly.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Owner will not be liable to assume any responsibility for the damage to the Contractor's tools, materials and/or equipment except to the extent covered by any applicable insurance or to the extent that the Owner and its agents, employees or contractors are responsible for the damage.

§ 3 4.2.1 The Contractor shall make good faith efforts to inform the Owner and Architect of any value-engineering alternatives during the term of the Project. If the Owner approves, the Architect shall consider incorporation of such value-engineering alternatives, including the substitution of products, equipment or systems, at any time during the Project. In presenting such alternatives, the Contractor shall provide to the Owner and Architect a description of the alternate along with the standard product or system information to help in their evaluation of the alternative. Upon the request of the Owner or Architect, Contractor shall obtain any additional information that they feel is necessary for their evaluation of the proposed alternative. Based on the available information, the Contractor shall submit to the Owner and Architect the cost and schedule impact of the alternative. Any alternative approved by the Owner shall be processed by a Change Order. The Contractor shall incorporate changes related to the approved alternatives according to the associated revisions to the Contract Documents, as issued by the Architect.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions of specified materials or equipment only with the consent and approval of the Owner, after evaluation and recommendation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 Where a definite material or method is specified, it is not the intention to discriminate against any "approved equal" product by another manufacturer. Rather, it is the intention to set a definite standard. Open competition is expected. The Contractor shall submit to the Architect the substitutions it proposes together with samples, complete evidence of quality and any credits that may accrue to the Owner for allowing the various substitutions. The Architect shall investigate all proposed substitutions, consult with the Owner for its review and approval, and render final decisions as is necessary to avoid any delay in the Work.

§ 3.4.2.1.1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the Project schedule in the event the substitution is acceptable; and (v) a statement setting forth that (a) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the

Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow no

less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

- § 3.4.2.2 The Contractor shall ascertain that items offered as equals to specified items will fit the physical limits of space shown on the Drawings, and leave ample clearance for proper installation, operation and servicing of the item and all adjacent items.
- § 3.4.2.3 Materials and equipment proposed as substitutes for specified items may be rejected by the Architect and Owner.
- § 3.4.2.4 If during the performance of Work any materials or equipment specified in the Contract Documents become unavailable because of government restrictions or because of other market conditions (which are not the result of Contractor's delay in order or purchasing), the Owner, Architect and Contractor shall collectively suggest and consider alternatives and substitutes. The Architect shall then issue a final recommendation for consideration and approval by Owner. Such alternatives or substitutions shall not serve as a basis for an increase in the Contract Sum except in Owner's sole discretion.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall promptly remove any persons of whom Owner or Architect has a reasonable objection to their fitness for work.
- § 3.4.4 Contractor shall provide to Architect the required information for all materials and equipment which, pursuant to the Contract Documents must be approved by Architect. The Contractor shall provide such information to the Architect according to the submittal schedule included in the Construction Schedule, or, if not specifically included in the Construction Schedule, then timely enough to allow for Architect's review and to otherwise not cause a delay in the Project Schedule
- § 3.4.5 The Contractor shall employ only skilled labor on the Project capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbances.
- § 3.4.6 After Contract has been executed, Owner and Architect will consider a formal request for substitution of products in place of those specified only under conditions set forth in Division 01.
- § 3.4.7 Labor: Contractors and subcontractors employed upon work shall be required to conform to Labor Laws of the State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances, and legal requirements applicable thereto.
- § 3.4.8 If this project is federally funded and requires that each contractor, subcontractor or agent performing work on this project shall staff and pay its workforce the minimum wage according to Federal Wage Decision Rates and provisions enclosed within this Project Manual.
 - To ensure that intent of this requirement is enforced, employees of contractors, subcontractors and agents shall be considered third-party beneficiaries of this contract for the sole purpose of enforcing their rights. Contractor shall issue its employees and shall require subcontractors and agents working for Contractor to issue to each employee a notice advising each employee of the right to bring an action against said contractor to recover Federal Wage Decision Rate if employee was not paid such wage as determined by pay of trade or occupation determination of Federal Wage Decision Rate.
 - .2 If wage rate complaint is filed, every contractor shall, upon written notice from the Director of Administrative Services or such other officer as may be designated by County Board, file a true and correct copy of payroll records, including those of subcontractor, with Director of Administrative Services or such designated person. Copies so furnished shall be public records.
 - <u>Sach contractor and subcontractor shall submit with each application for payment, completed LCP Tracker Labor Compliance software documentation, furnishing payroll information regarding each employee engaged on project for which payment application is made.</u>

.4 Affidavit of Compliance confirming payment of total required wages and benefits paid to each employee at conclusion of Project shall be submitted with final application for payment.

Application for payment.

- .5 Each contractor shall post a copy of prevailing wage rate determination in a conspicuous and easily accessible place at Project site. Owner will furnish prevailing wage rate determination to Contractors prior to starting construction. Contractor shall maintain wage rate determination at Project site.
- § 3.4.9 If the project is not federally funded, each contractor and subcontractor shall submit with each application for payment, completed LCP Tracker Labor Compliance software documentation, furnishing payroll information regarding each employee engaged on project for which payment application is made.
 - .1 Affidavit of Compliance confirming payment of total required wages and benefits paid to each employee at conclusion of Project shall be submitted with final application for payment.

§ 3.5 Warranty

- § 3|5.1 Pursuant to Section 12.2.2 herein, The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.
- § 3.5.3 The Contractor's warranty under this Section is not exclusive, and any other express warranties stated elsewhere, may also be exercised by Owner at its option. In addition, the Contractor shall assign to the Owner all manufacturers' and suppliers' warranties, express or implied, respecting any part of the Work which Contractor or Subcontractors receive not later than at the time Final Payment is made. The assignments, copies of all warranties and all product operation manuals for proper use and maintenance of equipment shall be conveyed to the Owner prior to Final Payment for the Work (i.e., final retainage). Owner may, at its option, release final retainage for that portion of the Work for which all contract close-out requirements have been satisfied.
- § 3.5.4 The Contractor and any applicable Subcontractors agree, as part of its post completion Work and its warranty obligations, to participate in warranty walk-throughs at the Project Site with the Owner and its Architect eleven (11) months after Substantial Completion of each phase of the Work to identify warranty work and any other items which must be corrected to conform with the requirements of the Contract Documents.

§ 3.6 Taxes

- § 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- § 3.6.2 The Owner represents that it is a non-profit entity holding a Wisconsin Sales and Use Tax Exemption
 Certificate. In reliance on this representation, the Contractor will purchase materials and equipment that will become
 a component of the Project on a sales tax-exempt basis as permitted by Wis. Stats. §77.54(9m) currently in effect, as
 the same may be amended or renumbered from time to time ("Tax Exempt Items"). The Owner agrees to defend,
 indemnify and hold the Contractor harmless from and against any claim, loss, cost, penalty or expense arising out of
 the assessment or imposition of any such sales tax assessed against Contractor in reliance on Owner's representation.
 At its sole option, the Owner may dispute, contest or otherwise resist this imposition or assessment of any such sales
 tax at no expense to Contractor. The Contractor shall promptly notify the Owner of any actual or threatened
 imposition or assessment of a sales tax. Contractor shall be exempted from state sales tax under the following
 conditions: "The sales price [of a normally taxable item] sold to a construction contractor who, in

fulfillment of a real property construction activity, transfers the [item] to [a government entity, including Milwaukee County], if such [item] becomes a component of a facility in the State of Wisconsin that is owned by Milwaukee County. In this subsection, 'facility' means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and wastewater treatment facility, but does not include a highway, street or road. Contractor shall apply for the sales tax exemption and provide Owner with State sales tax exemption documentation.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Owner will pay State of Wisconsin or local authority having jurisdiction plan examination fee when applicable. Contractor shall secure and pay cost of permits. Certificates of Inspection and a copy of Permits shall be delivered to Architect and Owner promptly upon receipt.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. However, if the Contractor observes that portions of the Contract Documents are at variance therewith and promptly notifies the Architect and Owner in writing, necessary changes shall be accomplished by appropriate Modification. Any Modification shall be in accordance with Article 7. Notwithstanding the above, for those trades requiring licensed tradesmen, Work depicted for those trades shall be installed in a code conforming manner irrespective of references or representations in the documents to the contrary, at no additional cost to the Owner.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend, for Owner's review and approval or disapproval, that an equitable adjustment be made in the Contract Sum or Contract Time, or both. Any adjustments to the Contract Sum recommended by the Architect will be based on the factors set forth in Section 7. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor of its recommendations in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. If requested by Contractor, any adjustment to the Contract Sum or Contract Time will be based on the factors set forth in Article 7 and Article 15Section 7.3.7.1 to 7.3.7.5. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. See additional information in Division 01 Sections.

- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - 1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under

Section 3.8.2.2.

§ 3 8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 If applicable, the Cost Reduction Allowance is set forth in the Agreement. The Contractor shall work in conjunction with the Owner and Architect to establish additional items for the Cost Reduction Allowance for consideration by the Owner. The Owner shall have the Architect review each Cost Reduction Allowance item, so that Architect is aware of any aesthetic, structural, functional or code issues that may arise as a result of Owner's acceptance of the Cost Reduction Allowance items. Upon approval of any Cost Reduction Allowance item, the Owner shall require the Architect to expeditiously incorporate any necessary revisions into the plans and specifications to ensure the documents properly reflect any accepted Changes.

§ 3 9 Superintendent and Project Manager

§ 3 9.1 The Contractor shall employ a competent superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work who shall not be replaced without the consent of the Owner. If the superintendent or an assistant leaves the employment of the Contractor, the replacement shall be subject to Owner's approval. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. All communications shall be confirmed in writing.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent and project manager. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent and project manager or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3 9.3 The Contractor shall not employ a proposed superintendent or project manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall have the superintendent, project manager and other competent representatives familiar with the Work attend meetings which may be held at the job site or at such place as Owner designates.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 310.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's review and approval, and Architect's information a Contractor's construction schedule for the Work, both as a hardcopy and its native electronic format. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Additional information is specified in Division 01 Sections.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's and Owner's review and approval, which. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Owner reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance

with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and approved by Owner.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Additional information is specified in Division 01 Sections.

§ 3.11.2 At completion of each phase of the Work, record drawings of all Mechanical and Electrical systems, if any, shall be submitted to the Architect, which indicate all field changes. Such submission is a condition precedent to payment of subsequent Applications of Payment.

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Additional information is specified in Division 01 Sections.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged. Samples shall be delivered to the Architect (for review) by the Contractor as soon as practicable so as not to delay the Contract Schedule after signing the Agreement or applicable Subcontract in the following manner:
 - .1 Furnish Samples for all items called out in the various sections of the Specifications and all other samples that may be required to establish the character, physical characteristics, and quality of materials to be used in the Work.
 - .2 A label on each Sample shall bear the following information: name of Project, name of Architect and Owner, the Contractor and Subcontractor; name, quality and finish of material; name of manufacturer and/or source; date of submission; and Contractor submittal number.
 - <u>.3</u> Submit samples in duplicate unless a greater number is specified. In case samples are rejected, resubmit the same number of samples originally required. One Sample will be retained by the Architect, the balance will be returned to the Contractor.
- § 3.12.4 The purpose of Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents or the Architect's requirements and approved by the Contractor may be returned by the Architect without action. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect and Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Additional information is specified in Division 01 Sections.

- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them <u>for the purpose described in Section 3.12.5</u>, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3 12.8 The Work shall be in accordance with approved and/or reviewed stamped submittals. except that the submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approvalerrors or emissions in of Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a mirror change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.8.1 If there is a quantitative or qualitative difference between a submittal and the item identified in the Contract Documents, such difference shall be indicated in the submission.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy.

 Pursuant to this Section 3.12.10, the Architect will review and approve or reject or take other appropriate action on submittals (i.e. "revised and resubmit" or "proceed as revised") in accordance with Section
- 4.2.7 herein only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.
- § 3.12.11 Contractor shall furnish an electronic copy, in a format acceptable to the Owner, and one (1) complete set (hard copy) of operating manuals containing the manufacturers' warranties and instructions necessary for maintenance and operation of each item of equipment and apparatus it furnishes under the Contract Documents, warranty information and any additional data specifically requested under the various sections of the Specifications for each division of the Work to the Architect for subsequent conveyance with all Contractors' manuals to the

Owner at or before Final Payment. Documents shall be arranged in logical order, indexed and delivered in a format acceptable to the Owner.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Additional information is specified in Division 01 Sections.

§ 3.13.2 The Contractor may store materials on the site and in such a manner as will not damage the area in which they are stored and ensure that the materials are properly secured and protected from the elements, vandalism, and/or theft.

Material deliveries shall be scheduled so that they are not stored longer than necessary. All items furnished to the site by the Owner shall be stored as directed.

§ 3.13.3 Where the Contractor's operations will affect the Owner's operation and use of existing facilities, the Contractor will arrange its work to minimize its effect on the existing facility, and will coordinate the timing, sequencing and duration of the disruptions with the Owner's representative and proceed with such work only after receiving authority to do so.

§ 3.13.4 Contractor shall ensure that the Work is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. Contractor shall use its best efforts to perform the Work in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Additional information is specified in Division 01 Section.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Additional information is specified in Division 01 Sections.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charges to the Contractor by deductive change order. The Contractor shall employ experienced workers or professional cleaners for final cleaning for all trades at the completion of the Work the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a

copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3|18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's lender, Architect, Architect's consultants, and their officers, members, partners, agents, subsidiaries, successors, assigns agents and employees (the "Indemnified Parties") and agents and employees of any of them from and against any and all liabilities claims, demands, actions, costs, suits or matters in connection therewith including but not lim ted to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim. damage, loss or expense is attributable to third party claims, bodily injury, siekness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by breach of the Agreement or the negligent acts or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; provided, however, that the provisions of this Section shall not be construed to require the Contractor to indemnify any Indemnified Party for or against such person's or entity's ownnegligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18 elaims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the County Owner, and its agents, officers and employees, from and against all loss and expense including costs and attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this Agreement. Contractor shall further indemnify the County Owner from, and defend against any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) Federal, state, or other laws or regulations for the protection of persons who are members of a projected class or category of persons, (2) employment discrimination or harassment under any legal theory, (3) any personal injury (including death) received or sustained by any employee of a party, its subcontractors, agents, or invitees for any reason, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent or otherwise, to the extent caused by a party or its employees.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 If any claim for which indemnification is required under Section 3.18.1 has not been settled or discharged when the Work is completed, Final Payment of the Stipulated Sum shall be deferred until such claim is paid or settled, or until the Contractor provides a bond or other security reasonably acceptable to the Owner in a sum equal to the amount of such claim. Notwithstanding the foregoing, if the Contractor is fulfilling its responsibilities under Section 3.18.1, withholding of Final Payment shall be limited to the reasonable amount of the claim (i.e., up to 300125% of the reasonable cost to complete or correct) including the potential cost of defense and interest; however, no amount shall be withheld if applicable insurance covers the loss without any reservation of rights.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and written notice of such change is provided to the Contractor. Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until the date the Architect issues the final Certificate for Payment, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, (1) to become generally familiar with the progress and quality of the portion of the Work completed, and(2) to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and (3) when applicable, to determine whether to issue a Certificate for Payment. However, the Architect will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents except as set forth herein. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. In order to facilitate communications during the Project, the Owner, Contractor and Architect are permitted to communicate directly with each other about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect and Owner will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to recommend rejection of the Work by the Owner that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the Owner have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve or reject, or take other appropriate action (i.e., "revise and resubmit" or "proceed as revised") upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, for the purpose of verifying that they comply with the requirements but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken as expeditiously as possible and in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or the Project Schedule or in activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which

remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Contractor shall be entitled to rely upon Architect's review and approval but the Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of ffinal eCompletion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4|2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives. Owner will have a Project representative to coordinate with and assist Architect in carrying out Architect's responsibilities at site.
- § 4|2.11 The Architect will interpret and decide matters provide recommendations concerning performance under, and requirements of, the <u>Drawings and SpecificationsContract Documents</u> on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which recommendations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such recommendations until 10 days after written request is made for them.
- § 4|2.12 Interpretations and decisions Recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the <u>Drawings and SpecificationsContract Documents</u> and will be in writing ander in the form of drawings when appropriate. When making such recommendations interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of recommendations interpretations or decisions rendered in good faith.
- § 4|2.13 The Architect's recommendations decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 **SUBCONTRACTORS**

§ 5.1 Definitions

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub- subcontractor.

(1882612562)

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. Submit list of Subcontractors and Material Suppliers before or at preconstruction meeting.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. If agreement on subcontractors cannot be reached, Owner reserves the right to delete that particular portion of work from Contract and let separate Prime Contractor for same.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

§ 5.3.2 Owner is an intended third-party beneficiary of all subcontracts and material supply contracts of whatever tier, with the right to directly enforce, both during and after the construction period, subcontractor and material supplier obligations to meet prevailing standards or workmanship and to comply with the contract documents including but not limited to all applicable express and implied warranties. During the construction period, that right shall only be exercised in cooperation with Contractor, unless Contractor is in default under the Contract and fails to cure the same.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for <u>actual</u> increases in <u>the direct</u> costs resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6|1.3 The Contractor shall assist the Owner in schedulingshall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in coordinating their activities with the reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract as, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for actual and direct costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, and damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Additional information is provided in Division 00 and 01 Sections.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time in connection with any changed Work unless such Work is authorized in a Change Order or Construction Change Directive. Accordingly, no course of conduct or dealing between the Parties, no express or implied acceptance of alterations or additions to the Work (without a Change Order/Construction Change Directive) and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether there is any unjust enrichment, shall be the basis of any Claim in connection with the Project or the Agreement.
- § 7.1.4 Except for reasons of emergency or for minor changes in the Work (see Sections 7.4 and 7.5 herein), there will be no Changes in the Work unless first authorized in writing by Owner and Architect pursuant to the terms of this Article 7.
- § 7.1.5 If the Owner directs a Change in Work (through either a proposed Change Order or a Construction Change Directive) for which there is no agreement between the Owner and the Contractor as to the modification (if any) of the Contract Sum or the Contract Time, Contractor shall proceed with the Work. Owner will pay Contractor for the Change in Work in accordance with Section 7.3.5.1. Such payment shall not serve as a waiver of the right of either party with respect to the Change in Work. Any disputes shall then be subject to the provisions of Article 15 herein.
- § 7.1.6 The Cost for Changes in the Work shall be supported by adequate documentation to demonstrate the costs related to a specific change. Cost should be broken down by labor (hours, costs), material (estimate of quantity, unit price, extension or vendor quote), subcontractor costs (with subcontract quotation and breakdown by labor, material equipment and markup), and equipment (rental rate, hours/days/weeks) in accordance with article 7.3.5.1.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3 as required by the Owner. Additional Change Order requirements, including required submission formats, are included in Division 00 and 01 Sections.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract

Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon in accordance with Section 7.3.5.1;
- 3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- § 7|3.4 If the Contractor and Owner agree or if the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or the Contract Time, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount, all on a not-to-exceed basis unless otherwise agreed. In such case, and also under Section 7.3.3-3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
 - .1 <u>Actual Ccosts of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;</u>
 - .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
 - .4 Costs of premiums for all bonds and insurance <u>(itemized separately and subject to the provisions of the Agreement)</u>, permit fees, and sales, use, or similar taxes, directly related to the change; and
 - .5 Additional of overhead and profit as allowed under section 7.3.5.1.4Costs of supervision and field office personnel directly attributable to the change.

§ 7 3.5 If the Contractor disagrees with the adjustment in the Contract Time or Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.5.1 Unit Price of Lump Sum Adjustment

The Contractor shall adhere to the following with respect to any Construction Change Directive:

Ubon receipt of a Construction Change Directive, the Contractor must submit promptly to the Architect and Owner for review and consideration a written proposal to cover the adjustment of the Contract Sum for changes in the Work. The proposal must be in a format acceptable to the Owner and based on agreed upon unit prices (as set forth in Section 7.3.5.1.2 below), or in their absence, a detailed cost estimate of labor, insurance (itemized separately, and subject to the provisions of the Agreement between Owner and Contractor), payroll taxes, material, equipment, and premium on bond of the changed work. If after receipt of the Contractor's proposal Owner accepts the proposal or the parties agree on an equitable lump sum adjustment of the Contract Sum, a Change Order will be issued establishing the adjustment.

Where the change in the Work involves items for which agreed upon unit prices have been established and where the net aggregate quantity of the items is in excess of the Contract requirements, payment for the items will be at the established unit prices.

When the net aggregate quantity is less than the Contract requirement, a Change Order will be issued for a credit equal to the sum of: (i) the product derived by multiplying the established unit price times the net decrease in units and (ii) an amount equal to < 10% » of the product. Where the "agreed upon unit price" is a unit price bid on

the estimated quantities, then the Owner may, as its option, demand a readjustment of the "agreed upon unit price" in any case where the requirements for the particular unit price item exceeds « 125% » of the estimated quantity bid.

.3

<u>.4</u>

In submitting the proposal, the Contractor must use its ability and buying power to obtain the best possible prices from suppliers of material and equipment and from Subcontractors consistent with its general responsibility for the performance and completion of the work. To this end, the Contractor, when submitting such a proposal, is considered to have represented by the submission that it has used the lowest prices obtained or obtainable from suppliers of material and equipment and from Subcontractors and that nothing has been added to the prices unless indicated in the submission.

Should the Contractor at any time, without disclosing the fact in writing to Owner, add any amount to the proposal of any supplier of material or equipment to the proposal of any Subcontractor, and should the Owner act on the same or make payment on any Work covered by the proposal or subsequent billing, then the Owner has the right to recover from the Contractor any such amounts as may have been so added and not disclosed. The recovery may be made by deducting the undisclosed additions from any payments due the Contractor, or by any and all other means available to the Owner. Contractor shall also be responsible for any costs Owner incurs in investigating such occurrence including, without limitation, any additional fees of Owner's Representative or attorneys' fees.

The Contractor's proposal of cost for items of Work not covered by the agreed-upon prices for additional Work ordered may include a charge for overhead and profit, together, of «15 »%, to the extent that the Contractor performs the items of Work with Contractor's own forces. For deleted Work, the price will be net cost; however, office and field overhead, insurance, and bond premiums, for example, are not considered or allowed to be included in "net cost." Where the items of Work involved in the change are performed by a Subcontractor, to which cost, as approved by the Owner, the Subcontractor may add a charge for overhead and profit, together, of «15 »% may be added to cover both overhead and profit for the Contractor. If more than one tier of Subcontractor is involved, the Subcontractor preforming the Work may add to cost a charge for overhead and profit, together of «15 » %, and each other Subcontractor involved and the Contractor may add only «5 »% to cover both overhead and profit. For deductive changes the cost are net, regardless of the Contractor or Subcontractor preforming the Work. The overhead and profit charges referred to above constitute full reimbursement for all costs of supervision, engineering, field and main office expense, small tools, and incidental job burdens.

- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Contractor may request payment for changes in Work not in dispute in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor <u>reach an agreement</u> agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the

adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive. shall be recorded by preparation and execution of an appropriate Change Order. The Contractor's agreement to a Change Order constitutes a waiver and release by the Contractor and its Subcontractors and suppliers for any claim for delay, cumulative impact, cost of extended general conditions, and any other indirect cost associated with the Owner-directed change in Work.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Owner and Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 FIELD CHANGES

- § 7.5.1 Upon the written request of Contractor, Owner's designated representative may authorize minor changes in the Work which occur in the field ("Field Changes") without prior presentation to the Architect, so long as each of the following criteria is satisfied:
 - .1 the proposed Field Change is consistent with the intent of the Contract Documents;
 - .2 the proposed Field Change will not result in an extension of the Contract Time;
- __3 The proposed Field Change will not result in a cumulative increase in the GMP or the Contract Sum by more than \$\(\circ\ \ 0 \).
- § 7.5.2 By presenting the proposed Field Change, the Contractor is verifying that each of the criteria listed above is satisfied with respect to the proposed Field Change.
- § 7.5.3 If a Field Change may result in a cumulative increase in the Contract Sum of more than \$0, the Field Change set forth in Section 7.5.1 above does not apply. Rather, Contractor must follow the written change order provisions set forth in Sections 7.1 and 7.2 above.
- § 7.5.4 The issuance of a Field Change and the provisions of this Section 7.5 shall not limit the Owner's right of review and approval of any Field Change in the progress payment process or as part of final payment.

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8 1.2 The date of commencement of the Work is the date established in the Notice to Proceed. Agreement. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement, or such other date as may be established therein. Date shall not be postponed by failure to act of Contractor or persons or entities for which Contractor is responsible.
- § 8 1.3 The date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect in accordance with Section 9.8, when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and the

dates established for Substantial Completion and Final Completion are reasonable. If required work cannot be performed during normal working hours on normal working days, special arrangements can be made to perform the work on evenings and on Saturdays and Sundays. No extra compensation will be allowed because of premium time which may be involved where premium work is through fault of Contractor. If and when overtime work is required and authorized by Owner, Owner will pay by Change Order, at established rates, increase to hourly pay due to overtime hours worked, exclusive of Contractor's overhead and profit, upon approval of payroll records.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner allows based on Architect's recommendation may determine. No such Change Order extending Milestone Dates or the Contract Time shall result in any increased payments to the Contractor for overhead or for any other amounts of any nature unless agreed to in writing by the Owner. In addition, notwithstanding the foregoing, the Contractor shall not be entitled to any time extension for any delay for which the Contractor or any of its Subcontractors or suppliers, or their subcontractor or suppliers at any level are at fault, or for any concurrent delays that do not affect the Project critical path based on generally accepted critical path method principals.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. In the event of a delay caused by the Owner, Architect, or an otherwise excusable delay (i.e. force majeure), Contractor shall be entitled to 1) an equitable extension of the Contract Time, and 2) may use Contractor's construction contingency funds to cover additional costs incurred as a result of any such delay. In the event the Contractor's construction contingency funds are not available, Contractor shall not be entitled to an adjustment in the Contract Sum or Guaranteed Maximum price due to any delay described in the preceding sentence without the mutual agreement of the Owner. In the event Extraordinary Measures (defined below) are required to maintain the Project schedule, the Contractor shall not be entitled to an adjustment in the Guaranteed Maximum Price to the extent Contractor or Contractor's Subcontractors are responsible for the underlying delay.

Notwithstanding any implication to the contrary in Section 8.3.1 of the General Conditions, Contractor shall not be entitled to any time extension for any delay that is the fault of any of its Subcontractors or suppliers, or their Subcontractors or suppliers at any level. Owner shall not be liable to Contractor and/or Subcontractor for claims or damages or monetary claims caused by or arising out of delays. Sole remedy against Owner for delays shall be allowance to claimant of additional time for completion of Work, amount thereof to be determined by Architect in accordance with foregoing provisions of above subparagraphs.

§ 8.3.4 If there is a delay or anticipated delay of the Construction Schedule because of the actions or omissions of the Contractor or any Subcontractor and the Contractor is unable to produce within fifteen (15) working days after notice by the Owner a recovery schedule for its Work to address such delay or anticipated delay acceptable to the Owner, then the Owner shall have the right to order the Contractor to take such actions as may be necessary, consistent with the same performance of the Work affected thereby, to recapture the time lost by any such delay. Such action shall include increasing staff; increase in shifts or hours worked per day, or performance of work on Saturdays, Sundays or national holidays; use of any available work float in the Project schedule; and changing the sequence of work activities ("Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Project Schedule. Time slips covering said overtime must be submitted to Owner's designated representative for checking and approval.

§ 8.3.5 The Owner, at its option, shall also be entitled to accelerate performance of the Work where there is no delay or anticipated delay. The costs of such Extraordinary Measure ordered by the Owner where there is no delay or anticipated delay shall be paid for by the Owner.

§ 8.3.6 If Contractor intends to claim an extension of time to perform as a result of a delay not caused by Contractors or any of its Subcontractors or suppliers, Contractor must give Owner written notice within seven (7) days after the event giving rise to the claim and follow the procedures in Article 7 for securing a Change Order; otherwise such a claim shall be deemed waived.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9|1.1 The Contract Sum <u>or Guaranteed Maximum Price</u> is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 92.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected to by the OwnerArchitect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9|2.2 Bond charges and allowances shall appear separately in Schedule.

§ 9 2.3 TBE/DBE participation contract value and work completed shall be separated, or payment will not be processed.

§ 9.3 Applications for Payment

§ 9.3.1 At least tenfive (5) days before the date established for each progress payment, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Each Pay Application submission shall include the completed Payment Application Checklist as required in Division 00 and 01.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Form of Application for Payment shall be notarized AIA Document G702. Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Separate columns for external and internal contract changes are required. The final format of the Application for Payment shall be submitted to the Architect and Owner for approval prior to billing.

- § 9.3.1.4 On or before tenth day of each month, Contractor shall submit to Architect and Owner an itemized Application for Payment for Work performed for prior calendar month, supported by such data substantiating Contractor's right to payment as Owner or Architect may require.
- § 9.3.1.5 With each Application for Payment, submit completed LCP Tracker Labor Compliance software Payroll Report information for payment application period per section 3.4.8 or 3.4.9.
- § 9.3.1.6 Until Work is 50 percent complete, Owner shall pay 95 percent of amount due Contractor on account of progress payments, less amount of notice of liens under laws of State of Wisconsin. At time Work is 50 percent complete and thereafter, and if head of department having jurisdiction over contract determines Contractor's performance and progress are satisfactory and with consent of Contractor's Surety, Owner will authorize remaining partial payments be paid in full. At 50 percent completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.2.1 Requests for payment involving materials stored off-site shall meet criteria established in advance by Owner and Architect.
- § 9.3.2.2 Requests for payment involving materials stored off-site will be considered conditional upon submission by Contractor of bills of sale or satisfactory evidence of payment and proof of suitable storage and protection at a local mutually agreed upon location. A Certificate of Insurance covering the material stored off-site shall be submitted with Request for Payment.
- § 9.3.2.3 Partial or complete payment for material stored off-site shall not relieve Contractor from total responsibility for care and protection of stored materials, nor does payment waive Owner's right to require fulfillment of terms of Contract.
- § 9.3.2.4 Material stored off-site shall be protected as required by storage conditions. Material shall be labeled "Property of Milwaukee County" and accessible for Owner's inspection. Inventory of such stored material, insurance certificates, and bill of sale or satisfactory evidence of payment, listing value of product, shall accompany request for payment. List bill of sale value separately on Application for Payment Form.
- § 9.3.2.5 Contractor shall submit the completed Advance Purchase Transmittal Letter, Affidavit, and Waiver of Lien, that is contained in Division 00 and 01.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.
- § 9.3.4 With each Application for Payment, the Contractor shall provide to Owner; (a) a partial lien waiver and release from each subcontractor or supplier who was to receive funds from the previous Application for Payment; (b) the Contractor's own conditional lien waiver for all funds to be received for that Application.

§ 9.3.5 Liens. Provided that Owner shall make payment of amounts due to Contractor, Contractor shall keep the Project Site free from any liens by Contractor, its Subcontractors, Architect or engineers retained by Contractor, or their respective assigns. No Uniform Commercial Code (UCC) or similar state statutory filings shall be made by Contractor, Subcontractors, or such Architect or engineers, except upon express prior written consent of Owner. If, because of any act or omission of Contractor or anyone claiming through or under Contractor, any mechanic's or other lien, encumbrance or order is filed against Owner or the Project Site, Contractor shall, at Contractor's own cost and expense, cause the same to be canceled and discharged of record or bonded over within thirty (30) days after receiving notice thereof, and shall indemnify, defend, and hold Owner harmless from and against all suits, actions, claims, loss, legal or administrative proceedings, liabilities, costs, expenses, damage or injury, including reasonable attorneys' fees resulting therefrom or by reason thereof. Contractor shall reimburse the Owner, its elected and appointed officials, officers, employees or authorized representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the Owner, its elected and appointed officials, officers, employees or authorized representatives, the Architect, or Architect's Consultants. This indemnity provision shall survive the termination or expiration of this Contract.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect and Owner determines is properly due, and notify the Contractor and Owner of the Architect's and Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's and Owner's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9|4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect and to the Owner, based on the Architect's and Owner's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's and Owner's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect and Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect or Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's or Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner and the Owner shall pay Contractor in accordance with Section 9.6.1. The Owner Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed not resulting from the Owner's failure or refusal to pay or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;

- reasonable evidence that the Work will not be completed within the Contract Time as a result of the Contractor's fault, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- -.8 failure of the Contractor to comply with the most current approved Project construction schedule;
- 9 failure of the Contractor to comply with the monthly reporting requirements as detailed in 3.3.2.319.1; or
- .10 the existence of any event of material default under the Contract Documents.
- § 9.5.2 When either party disputes the Owner's or Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification in Section 9.5.1 are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect or Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, either by agreement or by reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Subsubcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.[Intentionally Deleted]
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid and withhold further payment to Contractor until Owner is satisfied that Contractor has paid its Subcontractor and suppliers all amounts properly due. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fifteen (15)seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon fifteen (15)seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Non-payment of amounts in dispute shall not entitle Contractor to stop Work hereunder. § 9.7.1 If Contractor is not paid within 30 days after receipt and acceptance of a properly completed Application for Payment or receipt and acceptance of property or service, whichever is later, Owner will pay interest on balance due Contractor from monies appropriated for administration of Contract.

- 1 Interest will be paid on balance due from 31st day of receipt and acceptance of properly completed Application for Payment or receipt and acceptance of property or service, whichever is later, at rate specified in Paragraph 13.5 compounded monthly.
- .2 Owner will notify Contractor of improperly completed Application for Payment and explanation of improper completion within 10 working days of receipt.
- § 97.2 Contractors who contract or engage Subcontractors to perform part of Work shall pay Subcontractors for satisfactorily completed work in timely fashion. Payment is timely if it is mailed or delivered to Subcontractor no later than 7 days after Contractor's receipt of payment by Owner.
 - If Subcontractor is not paid in timely fashion, Contractor shall pay interest on balance due from 8th day after Contractor's receipt of payment from Owner at rate specified in Paragraph 13.5, compounded monthly.
 - .2 Subcontractors receiving payments under this Contract shall pay lower-tier Subcontractors in timely fashion and be liable for interest on late payment in same amount as Contractor is required to pay its Subcontractors.

If the project is federally funded, the following additional requirements apply:

- .3 Delay or postponement of payment beyond above referenced period may occur only for good cause with written approval of Owner. When Contractor delays or postpones payment due to dispute, Contractor shall notify Owner and Subcontractor in writing within 7 calendar days of being paid by Owner that Contractor is withholding payment. Notification shall indicate reasons and grounds for withholding payment. Amount not in dispute shall be paid to Subcontractor within 7 calendar days of Contractor receiving payment by Owner. If Owner determines that Contractor does not have good cause for delaying or withholding payment, Contractor shall pay Subcontractor within 5 calendar days of Owner's written decision.
- .4 If Owner reduces Contract retainage amount, Contractor shall reduce total amount retained from Subcontractors to no more than amount retained by Owner within 7 calendar days of receipt by Contractor of a retainage payment.
- .5 Contractors who contract or engage Subcontractors to perform part of the Work and who withhold retainage shall return said retainage in a timely fashion upon Subcontractor's satisfactory completion of their work.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can <u>lawfully</u> occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Observation by the Architect and/or the Owner during the construction shall not be considered as acceptance of any part of the Work, and the conditions found when final inspection is made shall be taken as governing fitness of the Work and whether or not it conforms with the provisions of the Contract. Substantial Completion will be established using Owner's form as identified in Division 00 Sections.

- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. With Owner's approval and by Architect's determination, amount equal to 3 times established cost to complete or correct items on list may be retained until Final Completion, but in no event shall the total retainage be more than 10% of the value of the work completed.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
- § 9.8.6 Contractor shall reach Final Completion of the Work within 60 days of the date of Substantial Completion except for those items which (a) cannot be completed because of weather conditions or because of unavailability of products or materials or (b) Owner agrees do not have to be completed within the 60-day period.

§ 9.9 Partial Occupancy or Use

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. The Contractor agrees to the Owner's use and occupancy of a partially completed or completed portion of the Project before formal acceptance by the Owner under the following conditions:
 - A Certificate of Substantial Completion shall be prepared and executed as provided in Section 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing work or other Contract requirements the signature of the Contractor will not be required.
 - .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project.

- The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.
- Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of its responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is completed and accepted by the Owner.
- Owner shall ensure that property insurance for the portion of the Project or the entirety of the Project (as applicable) is in effect prior to Owner's use and occupancy of any part of the property.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon in writing and signed by Owner, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

- § 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and make recommendations onthat the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. Based on the Owner's review and approval, 7the Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10,2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- § 9 10.1.1 Subsequent inspection trips to check unfinished work on punchlist will be paid for by Contractor at Architect's regular rate.
- § 910.1.2 Additional items of work which cannot be completed by established completion date of original contract. shall not preclude payment of final retainage of original base contract.
- § 910.1.3 Affidavit stating total wages and benefits paid to each employee shall accompany final application for payment. See section 3.4.8 and 3.4.9. (Copy of affidavit form is available from Owner.)
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and a marked-up version of all Construction Documents showing the record condition of the Work, (6) a complete set (in electronic format and hard copy) of operating manuals containing the manufacturer's warranties and instructions necessary for maintenance and operation of each item of equipment and apparatus Contractor furnishes under the Contract Documents, warranty information and any additional data requested under the various sections of the Specifications for each division of the Work arranged in logical order, indexed and suitably bound, (7) a Final Lien Waiver and Release from Contractor and from all subcontractors and suppliers who provided any labor, materials or Work for the project, and
- (8) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent

(1882612562)

and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

8	§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
•	.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled
	.3 terms of special warranties required by the Contract Documents; o
	-audits performed by the Owner, if permitted by the Contract Documents, after final payment.[Intentionally Deleted]

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Notwithstanding any provision to the contrary contained herein, if any Claim for which indemnification is required under Section 3.18.1 has not been settled or discharged when the Work is completed, final payment of the Contract Sum shall be deferred until such Claim is paid or settled, or until the Contractor provides a bond or other security reasonably acceptable to the Owner in a sum equal to the amount of such claim. Notwithstanding the foregoing, if the Contractor is fulfilling its responsibilities under Section 3.18.1, withholding of final payment shall be limited to the reasonable amount of the claim, in an amount up to 300% of the reasonable cost to complete or correct, including the potential cost of defense and interest; however, no amount shall be withheld if applicable insurance covers the loss without any reservation of rights.

§ 9.10.7 All applicable provisions of federal, state, and local laws, rules, regulations and ordinances shall apply to this agreement, including, but not limited to Wis. Stats. § 779.14(1m) which requires, among other things, that Milwaukee County shall reserve the authority in the case of contracts not exceeding \$100,000.00 (as further described in that section) to make direct payments to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractor. In any such case where such payments are made by Milwaukee County, the prime contractor agrees that its sole remedy for any deficiency or disputed amounts paid to a subcontractor by the County shall be against the subcontractor and not Milwaukee County. The prime contractor specifically agrees to hold Milwaukee County harmless for any such deficient, disputed, or erroneous payments.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

.4

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- 1	amplayage on t	ha Wark and	l other persons w	ha may ha c	offacted thereby:
	employees on i	ne work and	i omei beisons w	no may be a	inecied mereby,

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 to the extent caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

Contractor shall promptly report in writing to the Architect and Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury or property damage, giving full details and statements of witnesses, if Contractor reasonably believes there may be a claim made against Owner. In addition, if death or serious injury or damages are caused, the accident shall be reported immediately to Owner by telephone or messenger. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Owner or the Owner's inspectors may stop the Work until a condition deemed unsafe to persons or property is corrected. Should this occurrence delay the Work, the Contractor shall be responsible for any excess costs associated with the work stoppage and shall not be allowed an extension of time in which to perform. This provision does not relieve Contactor of its exclusive responsibility for safe Work practices nor impose upon the Owner aby obligation to supervise Contactor's work practices.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence, in whole or in part, of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.5 The Contractor shall indemnify, defend and hold the Owner harmless against any and all liabilities, damages, losses, costs, penalties, expenses or responsibilities (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence, and (3) materials and substances which are Contractor's responsibility under Section 10.3.4.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

 § 10.3.6 If the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred provided that Contractor provides prompt written notice to Owner of any such cost, expense, claim, demand, cause of action, suit, judgement, subpoena or administrative proceeding. —The duties and responsibilities of the Owner as set forth in this section shall not apply to the extent that the liability, damage, loss, economic loss, cost, penalty, expense or responsible results from hazardous substances or material brought onto the Project site by Contractor not required under the Contract Documents or arises out of the negligence of Contractor.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies, rated A or better by A.M. Best, and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- § 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.
- § 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor,

Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15.

Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's <u>or Owner's</u> request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for

the Architect's <u>or Owner's</u> examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction of a defect of which the Owner is aware, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, except for Work not properly completed in the first instance.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- § 12.2.6 Approval of material or work at any time or stage of construction will not prevent its subsequent rejection for cause.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. State of Wisconsin.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing or as set forth herein.

§ 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated <u>testing</u>, <u>inspection or approval</u> procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Payment due and unpaid under Contract Documents shall bear interest at rate specified in Wisconsin Statutes 71.82 (1) (a) compounded monthly.

§ 13.6 Affirmative Action Policy

- § 13.6.1 Milwaukee County, by County Board Resolution and by Executive Order, has established an Affirmative Action Program, providing for equality in employment opportunities regardless of race, religion, color, national origin, age, sex, or functional limitation. Consistent with the foregoing program and Milwaukee County's Opportunity Employment Policy, contractors, subcontractors, vendors, and suppliers are requested to support Milwaukee County in this effort by providing equality in employment opportunities to women and minorities and shall not discriminate on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, marital status, ancestry or disability.
- § 13.6.2 Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees to meet the requirements stated in Equal Opportunity Contract Requirements. Additional information is provided in Division 00.
- § 18.6.3 Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of the Contract or such other remedy, as the recipient deems appropriate.

§ 13.7 Audit

§ 13.7.1 County Rights of Access and Audit. The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

§ 13.8 Independent Contractor

§ 13.8.1 Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Owner or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder

§ 13.9 Prohibited Practices

- § 13.9.1 Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest with County.
- § 18.9.2 Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 6030 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and none of the circumstance prescribed in Sections 9.5.1.1 through 9.5.1.9 exist; or
 - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architectopportunity to cure, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and actual and direct costs incurred by reason of such termination. If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss as of date of the letter from Owner terminating the Contract with respect to materials, equipment, tools, construction equipment and machinery, including the overhead and profit allowance amount contained in Article 7.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architectopportunity to cure, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials <u>in</u> accordance with Contractor's schedule for attaining Substantial Completion;
 - fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers if and only if Contractor fails to provide Owner with reasonable evidence that funds have been placed by Contractor in a commercial escrow account sufficient to pay Subcontractor for the disputed items, fails to post a bond for the amount due Subcontractors, fails to obtain an endorsement to a title policy with respect to liens of Subcontractor, or if the portion of the Contract Sum owing to the Contractor held in retainage by Owner pursuant to Article 9 is less than the amount allegedly owed by Contractor to Subcontractor;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or.
 - becomes insolvent, is in bankruptcy or a similar proceeding, is in receivership, adopts a complete liquidation of its assets, or makes an assignment for the benefit of creditor or to an agent with authorization to liquidate any substantial amount of assets.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the

Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, <u>and provided the Contractor</u>, <u>within such (7) day period</u>, <u>has not cured such cause or breach</u>, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.
- § 14.2.5 Upon termination of the Contract, Contractor shall immediately stop the Work hereunder except such as shall be essential to preserve and safeguard existing Work and immediately advise Owner of the status of all outstanding subcontracts and purchase orders. Such outstanding purchase orders and subcontracts shall be canceled or assigned to Owner as Owner may direct. In the event of any such termination, Contractor shall deliver all of the Work completed and in process to the date thereof to Owner and shall deliver to Owner all documents of title, reports, estimates, schedules, and other documents and data as Owner shall require.
- § 14.2.6 In the event an Owner termination for cause is determined to have been improper, such termination shall be deemed a termination for convenience pursuant to paragraph 14.4.

§ 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon at least seven (7) days written notice to the Contractor.

- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and.
 - .4 shall deliver all of the Work completed and in process to the date thereof to Owner and shall deliver to Owner all documents of title, reports, estimates, schedules, and other documents and data as Owner shall require.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. In case of such termination for Owner's convenience, Contractor shall be entitled to receive payment from Owner on same basis provided in Subparagraph 14.1.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 121 days after occurrence of the event giving rise to such Claim or within 121 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 [Intentionally Deleted] The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Such Claim shall include detailed documentation to fully substantiate Contractor's entitlement to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. Such Claim shall include detailed documentation to fully substantiate Contractor's entitlement to the Claim. In the case of a continuing delay, only one Claim is necessary.
- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time for the geographical region where the Project is located, could not have been reasonably anticipated, and had an adverse effect on the

scheduled construction and are in excess of the days that should have been included in the Project schedule based upon historical weather patterns, as more fully described elsewhere in the Contract Documents.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the ArchitectInitial Decision Maker for initial recommendations decision. The Architect will serve as Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the ArchitectInitial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the ArchitectInitial Decision Maker and all affected parties agree, the ArchitectInitial Decision Maker will not decidemake recommendations regarding disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The ArchitectInitial Decision Maker will review Claims and within ten days of the receipt of a Claim maketake one or more of the following recommendations actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the ArchitectInitial Decision Maker is unable to resolve the Claim if the ArchitectInitial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ArchitectInitial Decision Maker concludes that, in the Architect's Initial Decision Maker's sole recommendation discretion, it would be inappropriate for the Architect Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the ArchitectInitial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ArchitectInitial Decision Maker in makingrendering a recommendation decision. The ArchitectInitial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Architect Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the ArchitectInitial Decision Maker when the response or supporting data will be furnished, or (3) advise the Architect Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will issue its recommendation Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Architect will make a recommendation regarding Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Architect is unable to make a recommendation Initial Decision Maker is unable to resolve the Claim. This initial decision. This initial recommendation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

(1882612562)

- § 15.2.6 Either party may file for mediation within 20 days after notice of the Architects recommendation or notice that the Architect is unable to make a recommendation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. Intentionally Deleted
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation/Litigation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent toor litigation as determined in accordance with Section 15.5. binding dispute resolution. The venue of any litigation shall be in Milwaukee, Wisconsin.
- § 15.3.2 Unless otherwise determined in accordance with Section 15.5. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American—Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 15.3.3 [Intentionally Deleted] Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand request in writing that the other party file for binding dispute resolution. If such a demand request is made and the party receiving the demand request fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Milwaukee, Wisconsin the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a

written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

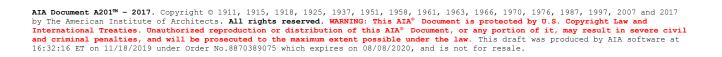
§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written eonsent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.3.5 Notwithstanding anything to the contrary contained herein, Owner reserves right to have claims, disputes, or other matters in question decided by litigation. If Owner waives right to litigation, then provisions stated under paragraphs 15.2, 15.3 and 15.4 shall apply, except that additional parties, including Architect, Architect's employees, and consultants may be included.



UNIVERSAL MODIFICATIONS TO A201, 2017 Edition

Following supplements modify "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of General Conditions is modified or deleted by these Supplementary Conditions, unaltered portions of General Conditions shall remain in effect.

UNIVERSAL MODIFICATIONS TO THE AIA A201™ - 2017 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION IN ITS ENTIRETY

- 1. All modifications in this section modify the General Conditions of the Contract for Construction in its entirety. Any conflicting modification in a subsequent Article shall take precedence over the modifications in this section.
- A modification in this section that modifies a term also modifies its singular, plural and/or possessive forms.
- 3. Delete "Change Order" and replace with "Supplemental Job Order", unless otherwise stated or used in an Article subsequent to this modification.
- 4. Delete "Contract Sum" and replace with "Job Order Price", unless otherwise stated or used in an Article subsequent to this modification.
- 5. Delete "Contract Time" and replace with "Job Order Completion Time", unless otherwise stated or used in an Article subsequent to this modification.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Delete subparagraph 1.1.1 in its entirety and replace with:

1.1.1 The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders), The Construction Task Catalog®, Technical Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect, or (5) a Field Change (as defined herein). Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

Delete 1.1.4 in its entirety and replace with:

1.1.4 The Project: The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.

Delete 1.1.5 in its entirety and replace with:

1.1.5 The Drawings are the graphic and pictorial portions of the Job Order Proposal showing the design, location and dimensions of the Detailed Scope of Work, generally including plans, elevations, sections, details, schedules and diagrams.

Add subparagraph 1.1.10:

1.1.10 MISCELLANEOUS DEFINITIONS

- .1 Architect: Time and Material Coordinator or authorized representative.
- .2 Owner: Milwaukee County.
- .3 Prime Contractor: Contractor having a contract directly with Owner.
- .4 Wage Rate: Sum of hourly basic rate plus hourly fringe benefits for each Trade or Occupation. See Section 01 20 00 Price and Payment Procedures.

.5 JOC SPECIFIC DEFINITIONS

- a) Adjustment Factor: A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- b) Award Criteria Figure: The amount determined in line 4 of the Bid Form contained in Document 00 41 00, which is used for the purposes of determining the lowest price.
- c) Construction Task Catalog®: A published list of Pre-priced Tasks.
- d) Detailed Scope of Work: A document setting forth the work the Contractor is obligated to complete for a particular Job Order. It will often be in the form of an attachment or appendix.
- e) Estimated Annual Value: An estimate of the value of Job Orders that could be issued to the Contractor(s) each year.
- f) Job Order: A written order issued by the County requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.
- g) Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.
- h) Job Order Price: The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- Job Order Proposal: A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors and TBE status; and (d) other requested documents.
- j) Joint Scope Meeting: A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- k) Non Pre-priced Task A task that is not set forth in the Construction Task Catalog®.
- I) Normal Working Hours: Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for County holidays.
- m) Other Than Normal Working Hours: Includes the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and County Holidays.
- n) Owner: Milwaukee County or another agency procuring work from this Contract.
- o) Pre-priced Task: A task set forth in the Construction Task Catalog[®], which includes a description of the task, a unit of measure, and a unit price.

- p) Price Proposal: A price proposal prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non Pre-priced Tasks required to complete the Detailed Scope of Work.
- q) Request for Proposal: A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- r) Supplemental Job Order: A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- s) Unit Price: The unit price published in the Construction Task Catalog® for a Prepriced Task."

ARTICLE 2 OWNER

- 2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS
- 2.2.1 Delete Subparagraph 2.2.1 and replace with INTENTIONALLY DELETED
- 2.2.2 Delete Subparagraph 2.2.2 and replace with INTENTIONALLY DELETED
- 2.2.3 Delete Subparagraph 2.2.3 and replace with INTENTIONALLY DELETED
- 2.4 OWNER'S RIGHT TO STOP THE WORK

Delete Subparagraph 2.4.1 and substitute the following:

- 2.4.1 If the Contractor (a) fails to correct Work that is not in accordance with the requirements of the Detailed Scope of Work after fifteen (15) days prior written notice, or (b) repeatedly fails to carry out Work in accordance with the Detailed Scope of Work and after fifteen (15) days prior written notice, and in either case (a) or (b) the Contractor does not undertake efforts to cure the non-conforming Work, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Contractor shall not have a Claim for the increase in the Job Order Price or for an extension of the Job Order Completion Time if the Work is stopped pursuant to this section.
- 2.4.2 The Owner or the Owner's inspectors may stop the Work until a condition deemed unsafe to persons is corrected. Should this occurrence delay the Work, the Contractor shall be responsible for any excess costs associated with the work stoppage and shall not be allowed an extension of time in which to perform. This provision does not relieve Contactor of its exclusive responsibility for safe Work practices nor impose upon the Owner any obligation to supervise Contactor's work practices.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

Delete the first sentence in subparagraph 3.2.3 and replace with the following:

"Except as specifically set forth in the Detailed Scope of Work of the Job Order, the Contractor is not required to ascertain that the work of the Job Order is in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

Delete Subparagraph 3.4.2.1, 3.4.2, 3.4.2.1, 3.4.2.1.1, 3.4.2.1.2, 3.4.2.3, 3.4.2.4, 3.4.3, 3.4.5, 3.4.6, 3.4.7, 3.4.8 and 3.4.9 and replace with the following:

- 3.4.2.1 "The Contractor shall make good faith efforts to inform the Owner and Architect of any value-engineering alternatives during the term of the Project. If the Owner approves, the Architect shall consider incorporation of such value-engineering alternatives, including the substitution of products, equipment or systems, at any time during the work of the Job Order. In presenting such alternatives, the Contractor shall provide to the Owner and Architect a description of the alternate along with the standard product or system information to help in their evaluation of the alternative. Upon the request of the Owner or Architect, Contractor shall obtain any additional information that they feel is necessary for their evaluation of the proposed alternative. Based on the available information, the Contractor shall submit to the Owner and Architect the cost and schedule impact of the alternative. Any alternative approved by the Owner shall be processed by a Supplemental Job Order. The Contractor shall incorporate changes related to the approved alternatives according to the associated revisions to the Detailed Scope of Work."
- 3.4.2 "Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions of specified materials or equipment only with the consent and approval of the Owner, after evaluation and recommendation by the Architect and in accordance with a Supplemental Job Order."
 - 3.4.2.1.1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution: (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Job Order Price, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the Project schedule in the event the substitution is acceptable; and (v) a statement setting forth that (a) the proposed substitution conforms and meets all the requirements of the pertinent intent of the Detailed Scope of Work and any requirements shown on the related Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect or Owner in sufficient time to allow no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.
 - 3.4.2.2 The Contractor shall ascertain that items offered as equals to specified items will fit the physical limits of space shown on the Drawings or outlined in the Detailed Scope of Work, and leave ample clearance for proper installation, operation and

servicing of the item and all adjacent items."

3.4.2.4 If during the performance of Work any materials or equipment specified in the Detailed Scope of Work become unavailable because of government restrictions or because of other market conditions (which are not the result of Contractor's delay in order or purchasing), the Owner, Architect and Contractor shall collectively suggest and consider alternatives and substitutes. The Architect or Contractor shall then issue a final recommendation for consideration and approval by Owner. Such alternatives or substitutions shall not serve as a basis for an increase in the Job Order Price except in Owner's sole discretion.

3.5.4 "The Contractor and any applicable Subcontractors agree, as part of its post completion Work and its warranty obligations, to participate in warranty walk-throughs at the Project Site with the Owner and its Architect eleven (11) months after Substantial Completion of each phase of the Work to identify warranty work and any other items which must be corrected to conform with the requirements of the Detailed Scope of Work."

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Delete subparagraph 3.7.3 and replace with the following:

3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. However, if the Contractor observes that portions of the Detailed Scope of Work are at variance therewith and promptly notifies the Architect and Owner in writing, necessary changes shall be accomplished by appropriate Modification. Any Modification shall be in accordance with Article 7. Notwithstanding the above, for those trades requiring licensed tradesmen, Work depicted for those trades shall be installed in a code conforming manner irrespective of references or representations in the documents to the contrary, at no additional cost to the Owner.

3.8 ALLOWANCES

Delete 3.8 in its entirety and replace with "3.8 Not Used"

3.15 CLEANING UP

Delete 3.15.2 in its entirety and replace with following:

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charges to the Contractor by deductive Supplemental Job Order. The Contractor shall employ experienced workers or professional cleaners for final cleaning for all trades at the completion of the Work.

3.18 INDEMNIFICATION

Replace entire Article with the following:

"Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the Owner, and its agents, officers and employees, from and against all loss and expense including costs and attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this AGREEMENT. Contractor shall further indemnify the Owner from, and defend against any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) Federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) employment discrimination or harassment under any legal theory, (3) any personal injury (including death) received or sustained by any employee of a party, its subcontractors, agents, or invitees for any reason, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent or otherwise, to the extent caused by a party or its employees."

ARTICLE 4 ARCHITECT

4.1 GENERAL

Add the following to the end of 4.1.1;

"In the absence of an Architect, the Owner, or its authorized representative, will assume the Architect's roles and responsibilities."

4.2 ADMINISTRATION OF THE CONTRACT

- 4.2.1 The Architect will provide administration of the Work of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until the date the Architect issues the final Certificate for Payment, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, (1) to become generally familiar with the progress and quality of the portion of the Work completed, (2) to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Detailed Scope of Work, and (3) when applicable, to determine whether to issue a Certificate for Payment. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- 4.2.6 The Architect has authority to recommend rejection of the Work by the Owner that does not conform to the Contract Documents or the Detailed Scope of Work of the Job Order. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the Owner inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or

entities performing portions of the Work.

ARTICLE 5 SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Supplement Subparagraph 5.2.1 as follows:

"Submit list of Subcontractors and Material Suppliers before or at preconstruction meeting and/or with Job Order Package for approval."

Delete the second and third sentence of subparagraph 5.2.3in their entirety.

Supplement Subparagraph 5.2.3 as follows:

"If agreement on Subcontractors or Material Suppliers cannot be reached, Owner reserves the right to delete that particular portion of work from the Contract or from Job Order OR select Subcontractors or Material Suppliers."

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

- 7.1.1 Delete both instances of "Contract" and replace with Job Order. Add the following as the last sentence:
 - "Additional information is provided in Division 00 and 01 Sections"
- 7.1.3 Delete the subparagraphs 7.1.2, 7.1.3, 7.1.4, 7.1.5, 7.1.6 in their entirety and replace with the following:
- "7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Owner, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal."

7.2 CHANGE ORDERS

Delete in its entirety and replace with the following;

- "7.2.1 Changes to the Contract Documents may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order."
- 7.2.2 Delete in its entirety

7.3 CONSTRUCTION CHANGE DIRECTIVE

7.3.1 Delete in its entirety and replace with the following, "7.3.1 A Construction Change

Directive is a written order prepared by the Architect and signed by the Owner directing a change in the Work before a Supplemental Job Order is issued. The Owner may issue a Construction Change Directive, without invalidating the Job Order, order changes in the Work within the general scope of the Detailed Scope of Work consisting of additions, deletions, or other revisions, and a Supplemental Job Order being issued accordingly."

- 7.3.3 Delete in its entirety and replace with the following, "7.3.3 If the Construction Change Directive provides for a change in the Work, a Supplemental Job Order will be issued."
- 7.3.4 Delete in its entirety.

7.3.5.1 UNIT PRICE OF LUMP SUM ADJUSTMENT

Delete in its entirety and replace with the following,

"7.3.5.1 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and submit to the Owner a Job Order Proposal on or before the requested due date. The Job Order Proposal for the Construction Change Directive shall be the basis for the issuance of a Supplemental Job Order."

"7.3.7 Delete in its entirety and replace with the following:

"Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and submit to the Owner a Job Order Proposal on or before the requested due date. The Job Order Proposal for the Construction Change Directive shall be the basis for the issuance of a Supplemental Job Order."

7.3.8 Delete in its entirety and replace with the following:

"If Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal."

- 7.3.9 Delete in its entirety
- 7.3.10 Delete in its entirety and replace with the following:

"When the Owner and Contractor agree on the Job Order Proposal prepared for a Construction Change Directive, such agreement shall be effective immediately and the Owner will issue a Supplemental Job Order."

7.4 MINOR CHANGES IN THE WORK

7.4 Delete in its entirety and replace with the following:

"7.4 The Architect with prior approval of the Owner has the authority to order minor changes in the Work not involving additional costs or credits and not requiring the issuance of a Supplemental Job Order. Such changes will be affected by written order signed by the Design Agent and shall be binding on the Owner and Contractor."

7.5 FIELD CHANGES

Delete Article 7.5.1, 7.5.2, 7.5.3 and 7.5.4 and replace with the following:

- "7.5.1 Upon the written request of Contractor, Owner's designated representative may authorize minor changes in the Work which occur in the field ("Field Changes") without prior presentation to the Architect, so long as each of the following criteria is satisfied:
 - .1 the proposed Field Change is consistent with the intent of the Detailed Scope of Work; .2 the proposed Field Change will not result in an extension of the Job Order Completion Time;
 - .3 The proposed Field Change will not result in a cumulative increase Job Order Price
- 7.5.2 By presenting the proposed Field Change, the Contractor is verifying that each of the criteria listed above is satisfied with respect to the proposed Field Change.
- 7.5.3 If a Field Change may result in a cumulative increase in the Job Order Price the FielD Change set forth in Section 7.5.1 above does not apply. Rather, Contractor must follow the written change order provisions set forth in Sections 7.1 and 7.2 above."
- 7.5.4 The issuance of a Field Change and the provisions of this Section 7.5 shall not limit the Owner's right of review and approval of any Field Change in the progress payment process or as part of final payment.

ARTICLE 8 TIME

Delete Subparagraph 8.1.2 and substitute following:

8.1.2 Date of commencement of Work is date established in Notice to Proceed. If there is no Notice to Proceed, it shall be date Owner assigns Job Order or job request. Date shall not be postponed by failure to act of Contractor or of persons or entities for whom Contractor is responsible. Contractor shall Submit Work Quotations and begin approved requested Work by Owner within 48 hours of request or respond and perform Work within 4 hours of request for emergency Plumbing, Electrical, or any other Owner required emergency Contract Work request, unless directed otherwise. Failure to expedite quotations and Work shall be cause to terminate Contract as indicated in Section 01100, article 1.9 and Section 01200, article 1.7. Contractor shall begin Job Orders when requested, and expedite to Owner's required completion time. Delays in starting or completion time without justification shall be cause to terminate Contract and/or deduct liquidated damages as indicated in Section 01300, article 1.4.

8.2 PROGRESS AND COMPLETION

Supplement Paragraph 8.2.1 as follows:

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. If required work cannot be performed during normal working hours on normal working days, special arrangements can be made to perform the work on evenings and on Saturdays and Sundays. No extra compensation will be allowed because of premium time which may be involved where premium work is through

fault of Contractor. If and when overtime work is authorized by Owner, work will be accomplished through the issuance of a Supplemental Job Order utilizing the unit prices set forth in the Construction Task Catalog[®].

- 8.2.3 Supplement Subparagraph 8.2.3 as follows:
- .1 It is agreed that date of beginning, rate of progress, and time for completion of Work to be done are essential conditions of this Contract, and that Work shall be commenced when Owner gives Contractor written Notice to Proceed or date Owner assigns Job Order.
- .2 If Contractor neglects, fails, or refuses to complete projects or Job Orders within the Job Order Completion Time or extension granted by Owner, Contractor agrees to pay Owner Two Hundred Dollars (\$200) per calendar day, not as penalty but as liquidated damages, for each day of default. This amount is agreed upon because of the impracticality and difficulty of ascertaining actual damages to Owner with respect to inconvenience to public, added cost of engineering and supervision, and other items, such as rent, interest, services, and user benefits. Contractor shall complete required punch list correction items within 30 calendar days after the established substantial completion date. If Contractor neglects, fails, or refuses to complete punch list correction items within the 30 calendar days, Contractor agrees to pay Owner an additional Two Hundred Dollars (\$200) per calendar day, not as penalty but as liquidated damages, for each day of default.
- .3 Contractor shall not be charged with liquidated damages when delay in completion is due to:
- .1 Preference, priority or allocation order fully issued by Government;
- .2 Acts of God or of public enemy, acts of Owner, acts of another Contractor in performance of Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes labor disputes, freight embargoes, and unusually severe weather and;
- .3 Delays of Subcontractors or suppliers occasioned by the causes specified in Subclauses .1 and .2 of this Clause;
- .4 Within seven days from beginning of such delay, Contractor shall notify Owner, in writing, of cause of delay. Owner shall ascertain justification for delay and notify the Contractor within reasonable time of its decision regarding imposition of liquidated damages.
- .4 If Contractor cannot complete Job Orders or projects on or before time specified, written request for extension of time may be made. Reason justifying extension shall be set forth fully. If Owner finds that Work was delayed because of conditions beyond control of Contractor, or that quantities of work to be done are in excess of estimated quantities by amount sufficient to warrant additional time, it may grant extension of time for completion. Extended time for completion shall then be considered as in full force and effect as if it were original time for completion.
- .5 Should Contractor fail to complete Work within time agreed upon or within such extra time as may be allowed by extensions, there shall be deducted from monies due or that may become due Contractor sum of liquidated damages sustained.
- .6 Permitting Contractor to continue and finish Work or part thereof after time affixed for its completion or after date to which time for completion may have been extended shall in no way operate as waiver on part of Owner or Owner's rights under Contract.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

Delete 9.1.1 in its entirety and replace with the following:

- 9.1.1 "JOB ORDER PRICE The Job Order Price is stated in the Job Order, and including executed Supplemental Job Orders and less any liquidated damages, is the total amount payable by the Owner to the Contractor for the completion of the Detailed Scope of Work within the Job Order Completion Time."
- 9.1.2 "If unit prices stated in the Construction Task Catalog or subsequently agreed upon through the issuance of a Job Order, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable Job Order may be equitably adjusted thought the issuance of a Supplemental Job Order."

9.2 SCHEDULE OF VALUES

Delete 9.2.1 in its entirety and replace with the following:

9.2.1 As requested by the Owner and/or applicable to the Job Order, the Contractor shall submit a schedule of values to the Architect or Owner representative before the first Application for Payment, allocating the entire Job Order Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

Delete the subparagraph 9.3.1 and replace with the following;

9.3.1 The Owner will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Owner concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

ARTICLE 11 INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

Replace the first sentence of Clause 11.1.1 with the following:

"The Contractor shall purchase and maintain insurance of the types and limits of liability,

containing the endorsements, and subject to the terms and conditions, as described in the Section 10 of the JOC Supplemental Conditions or elsewhere in the Contract Documents.

11.5 PERFORMANCE BOND AND PAYMENT BOND

Delete Subparagraph 11.1.2 and substitute following:

- 11.1.2 Contractor for work under this Contract shall furnish a surety company bond in amount not less than 100 percent of anticipated amount of work included within this Contract, a security for faith of performance of Contract, and shall furnish Performance Bond and Labor and Material Payment Bond. Should total amount of work awarded to Contractor under this contract exceed that level, Contractor shall furnish surety company bond for remaining amount of each bond equal to one hundred (100) percent of the Contract Sum for Job Order(s) requested by Owner.
- .1 Performance and Labor and Material Payment Bonds shall be paid by Contractor. Bond cost is not reimbursable unless no work is given to Contractor, in which case Owner will reimburse cost of bond upon presentation of invoice with receipt.
- .2 Contractor shall deliver required bonds to Owner with Agreement and before commencement of Work.
- .3 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of Power of Attorney.

END OF DOCUMENT

DOCUMENT 00 73 10 JOC SUPPLEMENTAL CONDITIONS

1.	PROCEDURES FOR DEVELOPING ALL JOB ORDERS	2
2.	CONTRACT MODIFICATIONS	7
3.	CHANGES IN THE WORK	7
4.	PAYMEMT	7
5.	ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®	7
6.	COMPUTER REQUIREMENTS	8
7.	JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE	8
8.	COMPLIANCE WITH TBE/DBE PARTICIPATION GOALS	8
9.	FEDERALLY FUNDED JOB ORDERS	9
10.	INSURANCE COVERAGES	11
11.	FEDERAL WAGE RATES	13
12.	CONSTRUCTION TASK CATALOG® AND TECHNICAL SPECIFICATIONS	13

DOCUMENT 00 73 10 JOC SUPPLEMENTAL CONDITIONS

In the event of any inconsistency between the provisions of these JOC Supplemental Conditions and other the provisions of the Contract Documents, the provisions of this JOC Supplemental Conditions shall govern.

1. PROCEDURES FOR DEVELOPING ALL JOB ORDERS

1.1. Conduct the Joint Scope Meeting

- 1.1.1. As the need exists, the County will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 1.1.2. The Contractor does not have the right to refuse to perform any Project, Pre-priced Task, or Non Pre-priced Task.
- 1.1.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
 - 1.1.4. The work to be performed
 - 1.1.5. Presence of hazardous materials
 - 1.1.6. Required permits including drawings for permits
 - 1.1.7. Long lead time materials
 - 1.1.8. Protocol for workers entering the site
 - 1.1.9. Staging area and areas that are off-limits
 - 1.1.10. Construction schedule and work hours with critical milestones and phasing requirements
 - 1.1.11. Controlled inspections, testing requirements
 - 1.1.12. Maintenance Bond, if applicable
 - 1.1.13. Value Engineering suggestions
 - 1.1.14. Organization of Price Proposal CSI, by floor, by room, by phases, etc.
 - 1.1.15. Due Date for Detailed Scope of Work and for Price Proposal
 - 1.1.16. Identification of Funding Source i.e., Local (State/County) or Federal
 - 1.1.17. Applicable Wage Rates i.e., Prevailing Wage, Davis-Bacon

1.2. Prepare the Detailed Scope of Work

- 1.2.1. After the Joint Scope Meeting, the County will prepare a draft Detailed Scope of Work which will reference any drawings, specifications, sketches, photographs and other documents required to accurately describe the work to be performed. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the same.
- 1.2.2. The County may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 1.2.3. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

1.3. Prepare the Job Order Proposal.

- 1.3.1. The Contractor will prepare a Job Order Proposal including:
 - 1.3.1.1. Price Proposal;
 - 1.3.1.2. Construction schedule;
 - 1.3.1.3. List of anticipated subcontractors and materialmen; and
 - 1.3.1.4. Other requested documents.
- 1.3.2. The Contractor will prepare Price Proposals in accordance with the following:
 - 1.3.2.1. **Pre-priced Task:** The Contractor shall select the appropriate Pre-priced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Pre-priced Task. The Contractor shall use the Adjustment Factors in effect on the date the Job Order is issued.

1.3.2.2. Non Pre-priced Task:

1.3.2.2.1. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not

submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The County may require additional quotes if the subcontractors or materialmen are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the County with a written explanation. If the explanation is accepted by the County, the Contractor may provide less than three quotes.

1.3.2.2.2. Information submitted in support of Non Pre-priced Tasks may include catalog cuts, technical data, drawings, or other information as required.

1.3.2.2.3. For Non-Prepriced Tasks Performed with Contractor's own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog[®] multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for Non-Prepriced Tasks performed with Contractor's own forces = (A+B+C) x Non-Prepriced Task Adjustment Factor

1.3.2.2.4. For Non-Prepriced Tasks Performed by subcontractors:

If the Non-Prepriced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three subcontractor quotes

Total for Non-Prepriced Tasks performed by subcontractors = D x Non-Prepriced Task Adjustment Factor

- 1.3.3. After the cost for a Non Pre-priced Task has been approved, the County may determine that such cost shall be fixed and treated as a Pre-priced Task for all future Price Proposal.
- 1.3.4. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 1.3.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Pre-priced Task is less than the actual cost of the labor and material to perform such Pre-priced Task, the County may permit the Contractor to be paid for such Pre-priced Task as a Non Pre-priced Task or use Pre-priced Tasks for labor and the material component pricing of the Pre-priced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.

- 1.3.6. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the County, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up The cost of expediting services or equipment use fees are not reimbursable.
- 1.3.7. To compensate the Contractor for the JOC System License Fee on reimbursable tasks, each reimbursable tasks shall have an adjustment of 1.0101 applied to it.
- 1.3.8. The Contractor's Job Order Proposal shall be submitted by the date set forth in the Request for Proposal.
- 1.3.9. The amount of time allowed for the Contractor to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which the County requires the Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven and fourteen days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.
- 1.3.10. In emergency situations and minor maintenance and repair Job Orders requiring an immediate response, the Job Order Proposal may be required in less than seven days, or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 1.3.11. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.

1.4. Review the Job Order Proposal

- 1.4.1. The County will review the Job Order Proposal.
- 1.4.2. All incomplete Job Order Proposals shall be rejected.
- 1.4.3. The County will review the Price Proposal to determine the accuracy of the Pre-priced Tasks, quantities, Adjustment Factors, and Non Pre-priced Tasks.
- 1.4.4. The Contractor may choose the means and methods of construction. Provided, however, the County may reject any means and methods proposed by the Contractor that:
 - 1.4.4.1. Will constitute or create a hazard to persons or property;

- 1.4.4.2. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
- 1.4.4.3. Unnecessarily increases the Job Order Price when alternative means and methods are available.
- 1.4.5. By submitting a Job Order Proposal to the County, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
- 1.4.6. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the County.

1.5. Issuance of the Job Order

- 1.5.1. If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.
- 1.5.2. The Job Order signed by the County and delivered to the Contractor constitutes the County's acceptance of the Contractor's Job Order Proposal.
- 1.5.3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price.
- 1.5.4. The Job Order Price shall be the value of the approved Price Proposal.
- 1.5.5. All clauses of this Contract shall apply to each Job Order.
- 1.5.6. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.5.7. The County, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures.

The County may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the County. The County may perform such work by other means.

2. CONTRACT MODIFICATIONS

2.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

3. CHANGES IN THE WORK

- 3.1. The County, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 3.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 3.3. Price Proposals for Supplemental Job Orders shall include credits for deleted Pre-priced Tasks and Non Pre-priced Tasks. The value of those credits shall be equal to the value of the Tasks as they appeared in the approved Price Proposal for the original Job Order.

4. PAYMEMT

- 4.1. The County will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the County may make partial, monthly payments based on the percentage of the work completed.
- 4.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

5. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®

- 5.1. The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.
- 5.2. On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.
- 5.3. The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the County shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of

the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

6. COMPUTER REQUIREMENTS

6.1. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

7. JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE

7.1. The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software Applications, construction cost data, and Construction Task Catalog®, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

8. COMPLIANCE WITH TBE/DBE PARTICIPATION GOALS

- 8.1. Modifications to the TBE/DBE Participation Goals:
 - 8.1.1. Reporting TBE/DBE Participation: The County will record the estimated TBE/DBE participation at the time the Job Order is issued and will record the actual TBE/DBE participation based on the Final Waivers of Lien. The actual TBE/DBE participation will be used to determine compliance with the goals set forth in the contract.
 - 8.1.2. Determining Compliance:
 - 8.1.2.1. Contract compliance with the TBE/DBE participation goals will be continuously monitored based on the current value of contract expenditures.
 - 8.1.2.2. If the County's report reveals that the TBE/DBE participation goals are not being achieved, the Contractor shall submit the various schedules required of the TBE/DBE participation, contained herein, and a letter describing how the Contractor intends to achieve compliance with the Contract over the next 60 days.
 - 8.1.2.3. Failure to correct deficiencies within the 60 day period may result in the County's determination to suspend issuance of future Job Orders, termination of the Contract and suspension of the Contractor's eligibility to enter into future contracting opportunities with the County.

9. FEDERALLY FUNDED JOB ORDERS

Job Orders may be funded wholly or partially with federal funds. The Contractor will comply with all applicable provisions of federal law (i.e., DBE Participation, Davis-Bacon Wage Rates, etc.). Residency requirements will not be applicable to Job Orders funded with Federal Funds.

Refer to the following links for federal guidelines:

https://www.ecfr.gov/cgi-bin/text-

idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab 02.tpl

https://www.acquisition.gov/?q=browsefar

The Contractor shall comply with all federal regulations relating to the performance of Work funded in whole, or in part, with federal funds. In addition, Contractor agrees to flow-down all applicable clauses to lower-tier subcontractors including, but not limited to the following:

1. FEDERAL REQUIREMENTS ON ALL PURCHASES

- 1.1. Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
- 1.2. Equal Employment Opportunity Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
- 1.3. Copeland Anti-kickback Act (for construction and repair)18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
- 1.4. Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
- 1.5. Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
- 1.6. Rights to Inventions Made under a Contract or Agreement 37 CFR part 401
- 1.7. Preference for Privately Owned U.S.-Flag Commercial Vessels FAR 52.247-64
- 1.8. Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3 17.9 Filing of Patent Applications Classified Subject Matter FAR 52.227-10
- 1.9. Patents Rights Countyship by Contractor and Government FAR 52.227-11 and 52.227.13
- 1.10. Rights in Data General FAR 52.227-14
- 1.11. Authorization and Consent Patents and Copyrights 52.227-1
- 1.12. Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
- 1.13. Buy American Act Supplies FAR 52.225-3
- 1.14. Government Property FAR 52.245-5
- 1.15. Notice of Radioactive Materials FAR 52.223-7
- 1.16. Privacy Act FAR 52.224-2

2. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500

- 2.1. Restrictions on Certain Foreign Purchases FAR 52.225-13
- 2.2. McNamara -O'Hara Service Contracts Act 41 U.S.C. 351 et seg.

3. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000

- 3.1. Prohibition of Segregated Facilities FAR 52.222-21
- 3.2. Equal Opportunity FAR 52.222-26
- 3.3. Affirmative Action for Workers with Disabilities FAR 52.222-36
- 3.4. Walsh-Healy Public Contracts Act FAR 52.222.20

4. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000

4.1. Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35

- 4.2. Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
- 4.3. Debarment and Suspension FAR 52.209-6

5. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000

- 5.1. Anti-kickback procedures FAR 52.203-7
- 5.2. Restrictions on Subcontractor Sales to the Government FAR 52-203.6
- 5.3. Audit and Records Negotiation (if document was entered by negotiation) FAR52.215.2
- 5.4. Integrity of Unit Prices FAR 52.215-14
- 5.5. Contract Work Hours and Safety Standards Act FAR 522.222-4
- 5.6. Clean Air and Water FAR 52.223-2
- 5.7. Clean Air Act (42 U.S.C. 7401 et seq.)
- 5.8. Federal Water Pollution Control Act 33 U.S.C. 1251, et seg.
- 5.9. Drug-Free Workplace FAR 52.223-6
- 5.10. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 5.11. Utilization of Small Business Concerns FAR 52.219-8
- 5.12. Preference for US Flag Carriers FAR 52.247-63
- 5.13. Toxic Chemical Release Reporting 52.223-14

6. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000

- 6.1. Cost Accounting Standards Educational Institutions FAR 52.230-5
- 6.2. Administration of Cost Accounting Standards FAR 52.230-6

7. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$550,000

- 7.1. Price Reduction for Defective Cost or Pricing Data FAR 52.215-10
- 7.2. Subcontractor Cost or Pricing Data FAR 52.215-12
- 7.3. Subcontractor Cost or Pricing Data Modifications FAR 52.215-13

8. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$650,000

- 8.1. Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9
- 8.2. Liquidated Damages Subcontracting Plan FAR 52.219-16

9. AFFIRMATIVE ACTION

The Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with TTUS the policies and practices relating to the Contractor's Affirmative Action program.

10. FEDERAL EQUAL OPPORTUNITY

The Contractor and any Subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.

10. INSURANCE COVERAGES

- 10.1. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - 4. claims for damages insured by usual personal injury liability coverage;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7. claims for bodily injury or property damage arising out of completed operations; and
 - 8. claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
 - 9. Liability Insurance shall include major divisions of coverage and be a comprehensive basis including:
 - .1 Premises Operations (including X, C and U coverages as applicable).
 - .2 Products and Completed Operations.
 - .3 Contractual, including specified provisions for Contractor's obligation under Paragraph 3.18.
- 10.2. The insurance required by Section 10 of this document shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

Insurance required by Section 10 of this document shall be written for not less than following limits, or greater if required by law or Milwaukee County's Risk Manager:

1. Workers' Compensation:

a) State: Wisconsin or Proof of all states coverage

b) Employer's Liability: \$100,000/\$500,000/\$100,000

c) Include Longshoremen and all States endorsement.

2. Comprehensive or Commercial General Liability (including Contractual Liability; Premise Operations: (Including XCU coverage as applicable) Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage, Fire Legal Liability):

a) Bodily Injury: \$1,000,000 Each Occurrence/

\$1,000,000 Aggregate

b) Property Damage: \$1,000,000 Each Occurrence/

\$1,000,000 Aggregate

c) Products and Completed Operations to be maintained for 2 years after final payment.

d) Broad Form Property Damage Coverage shall include Completed Operations.

3. Business Auto Liability (include Owned, non-owned and hired vehicles):

a) Bodily Injury: \$1,000,000 Each Person

\$1,000,000 Aggregate

b) Property Damage: \$1,000,000 Each Occurrence

- 4. Environmental Impairment Insurance:
 - a) Environmental Impairment Insurance coverage by Contractor will be required under this Contract.
 - b) Environmental Impairment: \$1,000,000 (MINIMUM)
- 10.3. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 10 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.3 of the A201 General Conditions. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the

Contractor with reasonable promptness in accordance with the Contractor's information and belief.

10.4. Milwaukee County shall be named as additional insured, as its interests may appear. List Milwaukee County on Certificate of Insurance as Additional Insureds in the General liability and Automobile liability policy by endorsement.

Coverage shall be placed with insurance company rated "A" per Best Key Rating Guide.

A waiver of subrogation for Workers Compensation in favor of Milwaukee County will be provided by endorsement by the Contractor's insurer.

- 10.5. General Liability coverage shall apply to direct operations, sublet work and elevators.
- 10.6. Contractor shall within ten (10) days inform Owner of claims filed pursuant to Work that may be covered under insurance coverage or involve Owner.

11. FEDERAL WAGE RATES

11.1. Work of this contract may require the use of federal wage rates. The applicable wage rates will Be determined during the execution of each individual Job Order. It is the JOC Contractor's responsibility to pay the most current rate of wages in effect for the area at the time the work is performed.

12. CONSTRUCTION TASK CATALOG® AND TECHNICAL SPECIFICATIONS

12.1. The Construction Task Catalogs® and Technical Specifications are included as a Contract Document by reference and are available as a separate PDF document.

Use the following link to access the Construction Task Catalog® and Technical Specifications:

https://fortive.box.com/s/qzr9w7if95qswf9e9h2ll8yijxp4f0t0

END OF DOCUMENT

DOCUMENT 00 73 19

HEALTH AND SAFETY REQUIREMENTS

NOTE: Contractor shall adhere to the attached COVID-19 protocol and requirements. These requirements are subject to change.

The COVID-19 Vaccine Mandate applies to all persons working in "high-risk facilities". These include the Milwaukee County Jail, the House of Correction (HOC), the Division of Youth and Family Service (DYFS) Juvenile Justice Center, and certain facilities operated by the Behavioral Health Division (BHD), including the BDH inpatient hospital.

This section contains the following COVID-19 reference documents:

COVID-19 Vaccine Mandate Procedure for Milwaukee County
Face Mask Procedure
COVID-19 Health Screening Policies and Procedures
Procedures for Responding to COVID-19

8 pages
6 pages
14 pages

END OF DOCUMENT



COVID-19 Vaccine Mandate Procedure for Milwaukee County

Version 1.0 – April 1, 2022

The development and rollout of vaccines for COVID-19 has been a major success in the face of the worst pandemic in a century. With broad international cooperation between governments and private industry, several vaccines have been launched worldwide, with three receiving emergency use authorization in the United States and at least one receiving full approval from the U.S. Food and Drug Administration.

To date, nearly 525 million doses of COVID-19 vaccine have been administered in the U.S. according to the Centers for Disease Control (CDC), and the vaccines have been overwhelming safe and effective in reducing the incidence of serious illness and death from COVID-19. At the same time, recent data suggest that, like many vaccines, their effectiveness wanes over time. As a result, the CDC recommends that individuals receive booster vaccinations from two to five months after completing vaccination, depending on the earlier vaccine received.

Given the importance of keeping employees and those in our care as safe as possible, as of Tuesday, January 18, 2022, Milwaukee County is requiring that employees, contractors, and volunteers who work at Milwaukee County's high-risk facilities receive boosters. Workers who are eligible for boosters as of January 18, 2022, will have until February 4, 2022, to comply with this Order; workers who are not yet eligible for boosters will have 21 days from the day they become eligible to comply.

Consistent with federal and state law, Milwaukee County may grant reasonable accommodations for medical reasons or sincerely held religious beliefs, as also outlined in the Order. Changes in Version 1.0 of this procedure are highlighted in red, and the procedure:

- Explains key terms used in the procedure.
- Defines the requirements for vaccination for employees, contractors, volunteers, and those accepting employment with the County
- Describes the documentation process for vaccinated individuals.
- Described the documentation process for required boosters.
- Specifies the process for employees requesting an exemption and accommodation.
- Outlines rewards and incentives for vaccination, potential consequences for non-compliance, and additional risk mitigation measures for unvaccinated employees.

If you have questions about this, or any other COVID-19 procedure or policy, please email: COVID-19@milwaukeecountywi.gov



COVID-19 Vaccine Mandate Procedure for Milwaukee County

Version 1.0 – April 1, 2022

I. Definitions

- **a. High-risk** (**Congregate Living**) **Facilities:** These facilities include the Milwaukee County Jail, the House of Correction (HOC), and within the Department of Health and Human Services (DHHS) the Children, Youth, and Family Services (CYFS) Detention Center and the hospital operated by the Behavioral Health Services (BHS).
- **b.** Eligible for Booster: A individual who has received a second dose of either the Pfizer or Moderna vaccine at least 5 months ago or who has received one dose of the Johnson & Johnson vaccine at least 2 months ago. NOTE: If an individual has recovered from a confirmed case of COVID-19, the individual is Eligible when fully recovered and out of isolation OR has met the required time since receiving a second dose of Pfizer / Moderna or the single dose of J&J, whichever is LATER.
- **c.** Non-Compliant: An individual who has neither met the requirement of this order for Completed Vaccination (or for Up to Date with Vaccination when required) nor has received an approved accommodation for medical or religious reasons.
- **d. Up to Date with Vaccinations**: Individuals who have either:
 - i. Had a booster shot (a third shot for individuals initially vaccinated with Pfizer or Moderna or a second shot for those initially vaccinated with Johnson & Johnson), OR
 - ii. Been fully vaccinated and are not yet eligible for boosters, that is:
 - i. Have received one dose of Johnson & Johnson vaccine within the past two months OR
 - **ii.** Have received a second dose of the Pfizer or Moderna vaccine within the last five months.

II. Policies for Current Employees, New Employees, and County Contractors

This section outlines the COVID-19 vaccination policies for current employees, new employees, and contractors.

a. Vaccine Requirements for Current Employees

All employees are required to submit required documentation verifying their Completed Vaccination status or to submit a completed medical or religious exemption and accommodation request form by no later than **October 1**, **2021**. Vaccinated, exempt, or non-compliant employees will be subject to the policies and associated timelines outlined in Section V. This vaccine requirement applies to all employees, regardless of current or previous COVID-19 infection status.

Employees who get vaccinated or receive a booster as a result of this Order may use up to

-

¹ The terms and conditions of this procedure do not currently apply to employee-members of the Milwaukee County public safety unions.



COVID-19 Vaccine Mandate Procedure for Milwaukee County

Version 1.0 – April 1, 2022

one (1) hour of their Expanded Paid Sick Leave (EPSL) time bank to cover time away from work for each vaccine dose they receive. Employees should use the **payroll code "EPSL Vaccine".**

b. Booster Requirement for Employees at High-Risk Facilities

All employees working at High-Risk Facilities must be Up to Date with Vaccinations, that is, receive a booster, as soon as they become Eligible. Employees who are Eligible as of January 18, 2022, have until February 4, 2022, to comply with this Order. Employees who are not Eligible as of January 18, 2022, must comply within 21 days of becoming Eligible.

c. Vaccine Requirements for New Employees

Effective October 1, 2021, with the exception of new hires by the Milwaukee County Sheriff's Office (MCSO), only job candidates who have Completed Vaccination or who have received an approved medical or religious accommodation shall be hired by Milwaukee County. The Department of Human Resources (HR) should add vaccination status as a condition of employment for any current and future posted positions, excluding MCSO postings, as soon as is feasible. In offer letters to potential new employees after October 1, 2021, candidates will be asked to provide proof of vaccination status to HR using the verification requirements for employees in Section III. New employees hired before October 1, 2021, but after the effective date of this order, will be subject to the policies for current employees (see Section III). This vaccine requirement applies to all job candidates, regardless of current or previous COVID-19 infection status.

Effective **February 4, 2022**, only candidates for positions in High-Risk Facilities² who are Up to Date with Vaccinations or who have received an approved medical or religious accommodation shall be hired by Milwaukee County. The Department of Human Resources (HR) will add Up to Date Vaccination status (booster) as a condition of employment for any current and future posted positions in High-Risk Facilities as soon as is feasible. In offer letters to potential new employees after January 18, 2022, candidates will be asked to provide proof of Up-to-Date Vaccination status to HR using the verification requirements for employees in Section IV. New employees hired before February 4, 2022, but after the effective date of this order, will be subject to the policies for current employees (see Section IV). This vaccine requirement applies to all job candidates for positions in High-Risk Facilities, regardless of current or previous COVID-19 infection status.

² With the exception of new hires by the Milwaukee County Sheriff's Office (MCSO).



COVID-19 Vaccine Mandate Procedure for Milwaukee County

Version 1.0 – April 1, 2022

d. Vaccine Requirements for County Contractors and Volunteers

All contractors and volunteers working in County High Risk Facilities must be Up to Date with Vaccinations.³ Those who are Eligible as of January 18, 2022, have until February 4, 2022, to comply. Those who are not Eligible as of January 18, 2022, must comply within 21 days of becoming Eligible. This vaccine requirement applies to all applicable contractors and volunteers, regardless of current or previous COVID-19 infection status.

Departments may require Completed Vaccination or Up to Date Vaccination status for their contractors and volunteers more broadly than just those working in County High Risk or Congregate Living Facilities. Departments are encouraged to consider the risk profile of service users, ⁴ staffing levels, the necessity of the service being open for in-person use, and other operational needs when considering broader vaccine mandates for their contractors and volunteers.

III. Vaccination Verification Process

Employees who have Completed Vaccination, new hires, or employees seeking an accommodation are required to submit proof of their vaccination status (described below) or an exemption and accommodation request form (see Section IV) by **October 1, 2021**. Please note that proof of vaccination status submitted for the Vaccin8 program does **not** satisfy verification requirements for this policy.

- a. To verify Completed Vaccination status, employees must submit two (2) different forms of proof from the following five (5) options into Dayforce:
 - 1. A copy of the CDC vaccination card provided at the vaccine appointment.
 - 2. A copy/screenshot of the employee's COVID-19 vaccination status from the Wisconsin Immunization Registry (WIR).⁵
 - a. If you were vaccinated outside of Wisconsin, vaccination records can be accessed via each State's operational <u>immunization information system</u> (IIS). Employees may upload a copy/screenshot from the IIS for the state in which they were vaccinated.
 - 3. A copy/screenshot from the employee's healthcare system patient profile (for example, MyChart).
 - 4. A note from the employee's healthcare provider or Milwaukee County vaccinator verifying vaccination status.

_

^{3 3}If a department operating a High-Risk Facility determines a contractor will be out of compliance with this Order, the department head must contact the County Executive's Office to confirm planned remediation and risk mitigation measures.

 $^{^{4}\,\}underline{https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html}$

⁵ https://www.dhfswir.org/PR/clientSearch.do?language=en

⁶ https://www.cdc.gov/vaccines/programs/iis/contacts-locate-records.html



COVID-19 Vaccine Mandate Procedure for Milwaukee County

Version 1.0 – April 1, 2022

5. A copy/screenshot of the employee's COVID-19 vaccination status from the federal <u>Vaccine Administration Management System (VAMS)</u>. Please note that only people receiving vaccines from select providers will have a record in this federal system.

Please contact <u>COVID-19@milwaukeecountywi.gov</u> if you have questions or need assistance submitting the proper documentation, and an HR representative will contact you.

- b. Employees who fail to meet the October 1 vaccine verification deadline should submit the required documentation as soon as possible. These employees will be subject to consequences (see Section V) until they have verified their vaccination status or received an approved accommodation.
- c. **NOTE:** If photographs or screenshots are submitted, the image must be legible and must contain the following information: the vaccine recipient's name and the date(s) when COVID-19 vaccine dose(s) were administered. When submitting information, employees should take care to avoid submitting other medical information. Employees submitting fraudulent documentation are subject to corrective action up to and including termination and could be subject to prosecution under federal law.
- e. HR will verify employees' proof of Completed Vaccination on a weekly basis. If there are issues with the submission, employees will be contacted by an HR representative to resolve the issue.
- f. Employees not submitting proof of their Completed Vaccination (or a request for accommodation described in Section IV) in a timely manner will be subject to policies for non-compliance (see Section V) until they have provided the appropriate documentation.

IV. Booster Verification Process

Employees at High-Risk Facilities are required to document their Up to Date Vaccination status by submitting proof of their COVID-19 booster vaccination using the online submission <u>form</u>. Employees will be required to provide <u>one</u> form of proof of booster vaccination, which may be any form allowed in Section III a. (above). Human Resources staff are responsible for verifying booster vaccination submissions.

VI. Accommodation Process

Milwaukee County recognizes that employees may be unable to have Completed Vaccination status because of specific medical conditions or sincerely-held religious beliefs.

a. Employees seeking an accommodation should request either a "Medical Exemption and Accommodation Request Form" or "Religion or Creed Exemption and Accommodation Request Form" from their HR Business Partner. Employees should return their completed

¹ https://vams.cdc.gov/vaccineportal/s/login/?language=en_US&startURL=%2Fvaccineportal%2Fs%2F&ec=302



COVID-19 Vaccine Mandate Procedure for Milwaukee County

Version 1.0 – April 1, 2022

exemption and accommodation request form to their HR Business Partner as soon as possible, but no later than October 1, 2021. Employees must also indicate their request for an exemption on the COVID-19 Vaccination Form in Dayforce.

- b. Consistent with federal and state law, HR will consider requests for accommodation on a case-by-case basis and may engage with the employee, with medical providers, and/or with faith community leaders as allowed by law in considering requests. HR staff will review requests for accommodation weekly and will contact employees as needed.
- c. Accommodations may be granted where they are required by law and do not create undue hardship on Milwaukee County or pose a direct threat to the health and safety of others, including those working for or served by Milwaukee County.
- d. Employees who claim a medical or religious exemption but fail to submit the documents necessary to act on the request, or who fail to engage in the interactive process to address accommodations, and who do not have a Completed Vaccination shall be denied an accommodation and shall be viewed as non-compliant and subject to the actions described in Section V.
- e. Employees receiving an exemption may or may not qualify for specific rewards or incentives, as described in Section V.
- f. Employees at High-Risk Facilities who have received approved Accommodations for Vaccination do not have to apply again for Accommodations for Boosters. Earlier Accommodations will apply to the Booster mandate.

V. Incentives, Consequences, and Additional Risk Mitigation Measures

With three (3) highly safe, highly effective vaccines available, County leaders recognize that the time has come to strengthen policies and expectations around vaccines for all current employees. This policy offers incentives and rewards to employees who get vaccinated and impose consequences on non-compliant employees.

a) Rewards and Incentives for Employees with Completed Vaccination

From time to time, Milwaukee County may offer incentives to employees to increase acceptance of these vital tools in keeping one another and those we serve safe. When available, these incentives, along with timelines and methods for applying, will be communicated to employees.

b) Consequences for Non-Compliance

Milwaukee County views non-compliance with this vaccine mandate, that is, employees who are not vaccinated, or boosted when required, and do not have an approved accommodation in place, as a decision inconsistent with our vision of becoming the healthiest county in Wisconsin and inconsistent with our responsibilities as public servants. As a result, the County will impose escalating consequences on employees who fail to comply with this vaccine mandate.



COVID-19 Vaccine Mandate Procedure for Milwaukee County

Version 1.0 – April 1, 2022

Failure to comply with vaccination requirements outlined in this procedure may result in corrective action, up to and including termination.⁸

Employees who report Completed Vaccination status or who receive an approved accommodation before October 11, 2021, will not be subject to consequences for non-compliance with this Order. Employees who report Completed Vaccination or receive an approved accommodation on or after October 11, 2021, will be subject to consequences until such time as they Complete Vaccination or receive an approved accommodation. The consequences for non-compliant employees include:

1. Effective October 11, 2021

- i. Employees will not be eligible for voluntary overtime.
- ii. Employees will not be eligible for Risk Recognition Pay, when it is available.
- iii. **(OPTIONAL DEPARTMENT POLICY)** Employees failing to comply with the terms of this Order may be placed on unpaid suspension for up to 10 days.
 - 1. Departments are encouraged to pursue unpaid suspensions for non-compliant employees as strictly as possible without a) exceeding 10 days per employee, or b) impeding service delivery or operations, or c) triggering overtime.
 - 2. Unpaid suspensions may be scheduled at the discretion of the Department Head or designee(s), consistent with operational needs.
 - 3. Unpaid suspensions should occur between October 11 December 31, 2021.
 - 4. A suspension policy should be evenly applied across non-compliant employees within the department or subunits, as determined by department heads.
- iv. **(OPTIONAL DEPARTMENT POLICY)** Department Heads or designee(s) may use an employee's compliance or non-compliance with this Order as a factor when making decisions about promotions, hiring current employees into new positions at the County, or giving a Temporary Assignment to a Higher Classification (TAHC).
- v. (**OPTIONAL DEPARTMENT POLICY**) Department Heads or designee(s) may use an employee's compliance or non-compliance with this order as a factor when making decisions about Departmental Other Salary Adjustment Allocation (DOSAA).

-

⁸ Employees who claim a medical or religious exemption, but who have failed to submit documentation in accordance with the established deadlines, and/or any additional requested support for their request, and who are not vaccinated, shall be denied an accommodation and shall be subject to the actions described in this order.



COVID-19 Vaccine Mandate Procedure for Milwaukee County

Version 1.0 – April 1, 2022

2. Effective January 1, 2022

- i. Employees enrolled in Milwaukee County health insurance will incur a \$20 per pay period surcharge. If an employee opts to Complete Vaccination in 2022, the surcharge will be eliminated after they submit their documentation for the full vaccine series (see Section III), effective the following pay period.
- ii. Any employees working in Behavioral Health Services (BHS) who do not meet the Vaccination requirements of this policy by January 1, 2022, may be restricted from work until vaccination requirements are completed. Noncompliance may lead to separation.

3. Effective February 4, 2022

For employees at High-Risk Facilities who are Eligible for Boosters and who are NOT Up to Date with Vaccinations:

- i. Employees will not be eligible for premium pay differentials.
- ii. Employees will not be eligible for voluntary overtime.
- iii. Employees will not be eligible for Risk Recognition Pay when it is available.

c) Additional Risk Mitigation Measures for Unvaccinated Employees

In order to mitigate the risk of spread of COVID-19, all unvaccinated employees, or those employees at High-Risk Facilities who are Eligible but NOT Up to Date with Vaccinations, including those with an approved accommodation, will be subject to the following additional risk mitigation measures:

1. Effective October 11, 2021

- i. Employees working in any County healthcare setting will be required to wear a fitted N95 mask whenever a face mask is required per the current version of the Universal Face Mask Policies and Procedures Administrative Order (20-14).
- ii. All employees working in person in a non-healthcare setting will be required to wear a KN95 mask whenever a face mask is required per the current version of the Universal Face Mask Policies and Procedures Administrative Order (20-14).
- iii. Employees working in-person full- or part-time at the HOC, the County Jail, or the CYFS Detention Center will be subject to COVID-19 testing on a biweekly basis, that is, every other week, consistent with current policy.



Face Mask Procedure Version 1.0 – April 6, 2022

Face masks are important in slowing the spread of respiratory disease and a key tool in protecting individuals, especially those at high risk, from COVID-19. This procedure outlines the types of masks that County employees should use, and the accompanying table outlines times when face masks are required.

Types of Face Masks

The following types of face masks are recommended by the Centers for Disease Control (CDC) as effective in stopping the spread of COVID-19 and are acceptable for use in County facilities, grounds, or other places where services are delivered and masks required.

Allowed for Employees, Contractors and Volunteers:

- 1. N95 respirators or specific masks as required by job duties
- 2. KN-95 masks
- 3. Masks that meet one of the following NIOSH standards:
 - a. ASTM F3502
 - b. MEETS WORKPLACE PERFORMANCE
 - c. MEETS WORKPLACE PERFORMANCE PLUS
- 4. FDA-approved face masks for sign language (ASL or LEP) interpreters, when required 1
- 5. Surgical-type or multi-layer disposable masks with adjustable metal nose clips are allowed ONLY if none of masks above are available
- 6. **NOTE**: Cloth masks are not allowed for employees

Allowed for Visitors and Other Individuals:

- 1. N-95 or KN-95 face masks
- 2. Surgical-type or multi-layer disposable face masks with adjustable metal nose clips, such as non-medical grade paper or procedure masks.
- 3. Cloth face masks with two or more layers of breathable, washable fabric.
- 4. FDA-approved face masks for sign language (ASL or LEP) interpreters.¹
- 5. Medical-grade surgical face masks, KN95 or N95 respirators (typically reserved for use by healthcare workers, first responders, and others who work in high-risk environments).

Not Allowed for Employees, Contractors, Volunteers, Visitors and Other Individuals:

- 1. Neck scarves or bandanas
- 2. Neck gaiters or buffs
- 3. Winter scarfs
- 4. Face shields
- 5. Masks with exhalation valves or vents
- **6.** Masks with inappropriate writing or images

_

¹ ClearMask: https://www.theclearmask.com



<u>Department of Human Resources</u> COVID-19 Health Screening Procedures

Version 1.0 – April 1, 2022

COVID-19 Health Screening Policies and Procedures

Symptoms and Exposures are often important indicators of possible cases of COVID-19. This policy defines circumstances when individuals should be screened for COVID-19 Symptoms and Exposures and establishes procedures for conducting such screening. Currently, only employees at the County's High-Risk facilities are required to complete a health screening questionnaire prior to reporting for in-person work.

This policy includes:

- Definitions of terms used in this Order.
- Employee and Contractor Daily <u>Health Screening and Response Requirements</u> for In-Person Workers.
- <u>Procedures for Completing the Screening Questionnaire, Temperature Check when</u> required, and Verification Process.
- Screening requirements for <u>departments responsible for Individuals</u> in the Care or Custody of Milwaukee County.

If you have questions about this, or any other AO or policy, please contact your Human Resources Business Partner.

I. <u>Definitions</u>

- **A.** Close Contact: A person with Close Contact is someone who:
 - ii. Was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for an asymptomatic infected person, 2 days prior to test specimen collection) until the time the infected person is isolated. This is the definition **regardless of whether face masks or personal protective equipment (PPE) were worn by any or all individuals;** and/or
 - ii. Provided care at home to an infected person; and/or
 - iii. Had direct physical contact with an infected person (touched, hugged, or kissed them); and/or
 - iv. Shared eating or drinking utensils with an infected person; and/or
 - v. Got respiratory droplets (for example, was sneezed or coughed on) on them from an infected person.
- **B.** Confirmed Case of COVID-19: A case of COVID-19 that has been confirmed through a positive test for COVID-19 or, in the absence of testing, has been confirmed by a medical professional as being a suspected case of COVID-19 based on symptoms.

¹ For employees at work in a healthcare or medical setting, Close Contact does not qualify if the CDC-recommended PPE was used when job duties were performed.

- **C. Contractor**: For the purpose of this order a Contractor is an individual working alongside County employees as part of the overall County workforce.
- **D.** Critical Infrastructure Worker: The CDC defines a Critical Infrastructure Worker as one needed to deliver critical services, including law enforcement, transportation, 911 call center response, and others. See the CDC guidelines² for a complete list. For this administrative order, department heads may consider essential workers under the umbrella of Critical Infrastructure Workers and follow relevant policies and procedures accordingly.
- **E. Exposure to COVID-19 (Exposure)**: Any form of Close Contact (see A. above) with an individual with a Confirmed Case of COVID-19 during the last 14 days.
- **F. Green Status**: An individual who has no Symptoms (see N. below) and has had no Exposure (see E. above).
- **G. High-Risk Facility**: Any facility operated by Milwaukee County that houses individuals for eight hours or longer, including the Criminal Justice Facility (Jail), House of Correction, Behavioral Health Services inpatient hospital, and the Children, Youth and Family Services youth detention center.
- **H. Person in Care or Custody**: Anyone who is legally under the care of Milwaukee County, including those in detention, in jail, or in a medical care facility, and for whom Milwaukee County has a custodial responsibility.
- **I.** Public Safety Officers (PSOs): Security staff stationed at public entrances at the County Courthouse complex, the Vel Phillips Juvenile Justice Center, and Zoofari who screen individuals seeking entrance to the facilities.
- **J. Red Status**: An individual who, at the time of screening, has at least one Symptom (see N. below) and/or has had Exposure (see E. above).
- **K. Screening Questionnaire**: A survey designed to assess whether an individual has Symptoms or has had Exposure. The current version of the Screening Questionnaire is posted with Administrative Orders on the County's <u>website</u>.
- **L. Screening Tool:** An online tool that allows County employees and Contractors to access the Screening Questionnaire to self-assess for Symptoms and for Exposure. The Screening Tool may be accessed using any device that can connect to the Internet, including smart phones, personal computers, and tablets. The Screening Tool may be accessed at: https://county.milwaukee.gov/EN/COVID-19/MKE-Health-Screen
- M. Social Distancing: Maintaining a distance of six feet or more between individuals.³
- **N. Symptoms Compatible with COVID-19 (Symptoms):** The following symptoms may be symptoms of COVID-19 if they are new or uncommon for an individual:
 - i. Feverish or temperature of 100.4°F (38°C)⁴ or higher
 - ii. Chills
 - iii. Nausea or vomiting
 - iv. Diarrhea
 - v. New shortness of breath or difficulty breathing
 - vi. New congestion or runny nose

² https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html

³ For more details, see Administrative Order 20-4 In-Person Workers: Social Distancing and Symptomatic Employees and Contractors

⁴ Note: Throughout this order, healthcare workers working in a medical setting should follow the CDC guidelines of fever being a temperature of 100.0°F or higher.

- vii. New loss of taste or smell
- viii. New sore throat
- ix. New cough
- x. Headache that is new or different
- xi. Unexpected fatigue
- xii. Unexpected muscle or body ache
- **O. Visitor:** Any individual seeking entry to a Milwaukee County facility, grounds, or workplace, excluding Milwaukee County employees, Contractors, and Persons in Care or Custody.

II. Employee and Contractor Daily Health Screening and Response Requirements

All employees and Contractors working at High-Risk Facilities **must screen** for Symptoms and for Exposure **on each day they are working in-person**, and the screening must be completed before or upon entrance to the work site. Only employees with Green Status may report for inperson work, and departments or PSOs must confirm each employee's Green Status prior to the employee starting work.⁵

In general, employees should complete their Health Questionnaire at home prior to reporting for in-person work to minimize the spread of COVID-19 in the workplace. The daily health screen should not be taken as medical advice; employees with questions about any symptoms they are experiencing should consult their medical provider.

A. Requirements for Employee and Contractor Daily Screening

This section establishes the screening requirements for employees, Contractors, departments, and facility managers of the County's High-Risk Facilities. Procedures for how to complete and verify these requirements are detailed in the sections that follow.

- i. It is the responsibility of all employees and Contractors who work in High-Risk Facilities to complete the Screening Questionnaire using the Screening Tool on each day they are working in person. The Screening Questionnaire should be completed at home, prior to reporting to the job site.⁶
- ii. Prior to starting in-person work, all employees must be verified as Green Status based on the results of the Screening Questionnaire.
- iii. Employees who are teleworking are encouraged to monitor for Symptoms and Exposures but are not required to complete the Health Questionnaire unless their Department requires them to do so.
- iv. Departments cannot set screening standards that are less restrictive than those outlined in this AO, but they may set standards that are more restrictive. For instance, they may require all employees to self-screen, rather only those who are reporting for in-person work, or they may set a lower standard for fever if advised by the CDC for their specific line of work. They may also continue temperature screening based on industry-specific recommendations.

⁵ Note that the one exception is for Critical Infrastructure Workers who screened RED due to Exposure and have been told by a manager to follow adapted quarantine procedures and report to work as long as they have no Symptoms Compatible with COVID-19 (See Administrative Order 20-7, Section V).

⁶ See Section III.A.ii for procedures when an employee may not have access to the Screening Tool.

- v. Departments shall, at minimum, use the questions in the County's Screening Questionnaire without altering the wording. Any changes to the Screening Questionnaire will be made centrally based on input from public health experts.
- vi. The time employees spend completing the Screening Questionnaire, as well as the temperature screen, is **not** compensable time.

B. Responding to and Reporting Results of Health Questionnaire and Temperature Screenings

This section outlines the requirements for employees, Contractors, and managers for interpreting, and in the case of Red Status, responding to, the results of the health screening for employees who are reporting for in-person work.

- i. **Red Status Requirements:** If employees or Contractors screen as Red Status, that is, they ARE experiencing any one or more Symptoms and/or have had Exposure, they should:
 - a) Stay home or return home and not report for in-person work (Note: in the case of Exposure, this procedure may vary for Critical Infrastructure Workers; see Section II.B.i.d below).
 - b) Notify their manager immediately of their Red Status, using the department-approved notification system. Note that employees **are required** to report whether they are reporting Red Status for Symptoms and/or for Exposure, but they **do not** need to disclose the specific Symptom(s). Managers may ask follow-up questions about the nature of an Exposure to determine if it happened in the work setting to determine whether additional contact tracing among the workforce is necessary.
 - c) Work remotely, if possible.
 - d) Follow the instructions in HR policy: Responding COVID-19:
 - With Symptoms should follow Section III.
 - With Exposure should follow the instructions in Section
- ii. **Green Status Requirements:** If employees or Contractors are Green Status for Symptoms and for Exposure, they should report to work as scheduled.

III. Procedures for Completing the Screening Questionnaire

All High-Risk Facility managers must verify each day that all employees scheduled to work in person have been screened for COVID-19 Symptoms and Exposures prior to employees starting in-person work duties. High-Risk Facility managers may accomplish this screening in a variety of ways depending on the work location, available technology, and environmental or operational risk factors. In general, such facilities should make every effort to ensure employees use the Screening Tool to help with data collection across the workforce and to support any centralized changes to the Health Questionnaire based on new CDC guidance or operational needs.

A. Completing the Screening Questionnaire Using the Screening Tool

a) Employees may use work or personal devices connected to the Internet, including cell

- phones, tablets, or personal computers, to complete the Screening Questionnaire.⁷
- b) The Screening Tool will display either Green Status or Red Status based on the individual's reported Symptoms and Exposure.
 - The Screening Tool will inform employees with Green Status to report to work as scheduled.
 - Employees with Red Status will be informed to stay home and contact their supervisor. The Screening Tool will also direct employees to the Responding to COVID-19 policy for specific instructions.
- c) The Screening Tool will create a daily employee status badge and time stamp based on the results of the employee self-assessment.
 - If both Symptoms and Exposure are Green, then the status badge will be Green.
 - If either Symptoms or Exposure is Red, or if both Symptoms and Exposure are Red, then the status badge will be Red.
 - The time stamp must be within the 12-hour period before the individual is presenting their status badge for verification to be valid for the employee's shift. For example, an employee starting work on a Tuesday at 9 a.m. must have completed their Health Questionnaire and temperature screening after 9 p.m. on Monday. Employees are encouraged to take the Health Questionnaire and their temperature as close to the start of their shift as possible.
- d) Departments should have the necessary procedures in place to verify the Green Status of each employee scheduled to work in person prior to starting their shift.
 - Employees working at locations with Public Safety Officers (PSOs) at entry (the Courthouse Complex, Vel Phillips Juvenile Justice Center,) will display their status badge to the PSO along with their County ID. No additional verification by departments operating within these facilities is needed for employees able to display their Green Status to PSOs.⁸
 - Employees working at all other in-person locations shall verify their Green Status and time stamp as outlined in department procedures. This may include:
 - o Employees showing their Green badge and time stamp to a department recorder located at the entrance to a facility or department suite, or
 - Employees showing their Green badge and time stamp to a manager upon arrival, or
 - o Employees certifying their status on a <u>log sheet</u> that is verified by a manager, or
 - Departments implementing supervisor reporting from the Screening Tool for immediate notification of Red Status for employees and for daily screening reports at the start of every shift (see (h) below).
- e) Departments with employees who report directly to a job site must ensure that manager reporting from the Screening Tool is implemented for immediate notification of Red Status for employees and for daily screening reports at the start of every shift (see (h) below).

⁷ Note: Departments may choose to provide County cell phones to employees who do not have personal devices; in these cases, Departments should plan to cover the monthly cost of the device and may need to provide employee training in the use of such devices.

⁸ Note: If employees entering these facilities are using entrances not staffed by Public Safety Officers, departments will need to establish and enforce local verification protocol.

- f) Departments are responsible for communicating notification policies for employees who screen as Red Status, including:
 - Whom to notify
 - How to notify (phone, email, text)
 - Time to notify (for example, no later than two hours before start of shift)
 - What to communicate (e.g., "I screened Red for Symptoms" or "I screened Red for Exposure")

B. Procedures for Employee Screening Questionnaire When the Screening Tool Cannot be Accessed

Departments should try to overcome any technology barriers employees face in using the Screening Tool, as the Screening Questionnaire is likely to be updated when CDC guidance changes. In addition, the Screening Tool allows the County to track Symptoms and Exposures at the Department and Division level to inform risk mitigation strategies.

If significant technology barriers prevent an employee or employee group from using the Screening Tool, department leaders may administer either verbal or hard-copy versions (see County website for printable version) of the Health Questionnaire while they work to overcome technology barriers.

IV. Screening Requirements for Persons in Care or Custody

Any County unit with Persons in Care or Custody should be given a full health screening (Health Questionnaire and Temperature Screening) at the time of intake and before any transfer is made within the facility or to a new facility, at minimum. The Health Questionnaire may be administered verbally, in hard copy, or electronically, at the discretion of the department.

Departments must have protocols in place, in accordance with CDC and State guidelines for their industry, to inform procedures for quarantining and isolation of Persons in Care or Custody. The ROSC will work individually with departments operating congregate and long-term care facilities on such protocols.



Procedures for Responding to COVID-19 Version 1.0 – April 1, 2022

While the instance and severity of COVID-19 has declined, COVID-19 remains a serious health risk and Milwaukee County remains committed to practices to reduce its impact on our employees, those we serve, and our community. This policy of the Human Resources Department outlines the steps that employees, managers, and visitors to our facilities should take whenever individuals:

- Contract cases of COVID-19, or
- Experience symptoms of COVID-19, or
- Have been exposed to COVID-19.

Version 1.0 of this Human Resource policy includes these sections:

- 1. Definitions
- 2. What to do when an employee, contractor, or recent visitor has a <u>Confirmed Case of COVID-19</u>.
- 3. What to do when an employee reports to work with <u>Symptoms of COVID-19</u>, develops Symptoms while at work, or calls in sick with Symptoms, or when a contractor or visitor to a County location exhibits Symptoms.
- 4. What to do when an employee has <u>Exposure</u> to a person with a Confirmed Case of COVID-
- 5. What to do when a <u>Critical Infrastructure employee</u> has Exposure to a person with a Confirmed Case of COVID-19.
- 6. Isolation and Quarantine Guidance.

If you have questions about this, or any other Administrative Order or policy, please email: COVID-19@milwaukeecountywi.gov.

I. Definitions

A. Close Contact: A person with Close Contact is someone who:

- i. Was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before infected person's illness onset (or, for an asymptomatic infected person, 2 days prior to test specimen collection) until the time the infected person is isolated. This is the definition regardless of whether face masks or personal protective equipment (PPE) were worn by any or all individuals, and/or
- ii. Provided care at home to an infected person; and/or
- iii. Had direct physical contact with an infected person (touched, hugged, or kissed them); and/or
- iv. Shared eating or drinking utensils with an infected person; and/or

¹ For employees at work in a healthcare or medical setting, Close Contact does not qualify if the CDC-recommended PPE was used when job duties were performed.

- v. Got respiratory droplets (for example, was sneezed or coughed on) on them from an infected person.
- **B.** Confirmed Case of COVID-19: A case of COVID-19 that has been confirmed through a positive test for COVID-19.
- **C. Critical Infrastructure Worker:** The CDC defines a Critical Infrastructure Worker as one needed to deliver critical services, including law enforcement, transportation, 911 call center response, and others. For this policy, department heads may identify essential workers under the umbrella of Critical Infrastructure Workers and follow relevant policies and procedures accordingly.
- **D.** Exposure to COVID-19 (Exposure): Any form of Close Contact (see A. above) with an individual who has a Confirmed Case of COVID-19 during the last 14 days.

E. Fully Vaccinated:

- i. An individual has received two vaccinations in a two-dose vaccine series or one vaccination in a single-dose vaccine, AND
- ii. Two weeks or more have passed since the individual received the final dose,
- **F. High-Risk Facility:** A congregate living facility operated by Milwaukee County, including the House of Correction; the jail within the Criminal Justice Facility operated by the Milwaukee County Sheriff; and, within the Department of Health and Human Services (DHHS), the Children, Youth, and Family Services (CYFS) Detention Center and the hospital operated by the Behavioral Health Services (BHS).
- **G. Isolation:** <u>Isolation</u> keeps **someone who is infected** with the virus away from others, even in their home.
- **H. KN-95 Mask.** For this order, N-95 and KN-94 masks are equivalent to KN-95 and may be used interchangeably. If these masks are not available, multiple-ply disposable masks, sometimes referred to as "surgical," masks, may be substituted until a KN-95 or its equivalent can be obtained.
- I. Not Up to Date with Vaccinations: Individuals who:
 - i. Have not received the second shot of a two-dose vaccine despite being eligible for a second shot (more than 3 weeks since initial Pfizer vaccination or since the initial Moderna vaccination) OR
 - ii. Have not received a booster shot despite being eligible for a booster (more than two months since single dose of Johnson & Johnson vaccination or more than five months since second dose of Pfizer or Moderna vaccination)
- **J. Person in Care or Custody**: Anyone who is legally under the care of Milwaukee County, including those in detention, in jail, or in a medical care facility, and for whom Milwaukee County has a custodial responsibility.
- **K.** Persons Recovered from COVID-19 in the Past Three Months: An individual who received a positive test within the past Three Months where the date of the test is Day 0, who has completed the required Isolation period, and who no longer has Symptoms.
- **L.** Quarantine: Quarantine keeps someone who has been exposed to the virus away from others.
- M. Side Effects from COVID-19 Vaccine (Side Effects). A set of reactions that are commonly experienced following a vaccination dose. In the 72 hours following a COVID-19 vaccine dose, including booster dose, individuals may experience fever, chills, headache, fatigue, muscle and body aches, and soreness at the injection site.

- **N. Symptomatic Individual:** Any person in a County facility who has Symptoms Compatible with COVID-19. This could include employees, contractors, visitors, or people in the County's Care or Custody.
- O. Symptoms Compatible with COVID-19 (Symptoms): Symptoms may appear from 2 to 14 days following exposure. Also see the CDC self-check tool² for identifying COVID-19 symptoms. The following symptoms may be symptoms of COVID-19 if they are new for an individual or are not commonly experienced. Note that in the 72 hours following a dose of COVID-19 vaccine, common side effects of the vaccines may mimic some COVID-19 Symptoms but should be treated as Side Effects, not Symptoms, as indicated below.

COVID-19 Symptom or Vaccine Side Effect?	Outside Vaccination Window ³	Within 72 hours of receiving vaccination
Feverish or temperature of 100.4°F (38°C) ⁴ or higher ⁷	COVID-19 Symptom	Side Effect; normal response to vaccine – BUT need to stay home until 24 hours after fever ends (without use of fever-reducing drugs)
Chills	COVID-19 Symptom	Side Effect; normal response to vaccine – Go to work, if able
Headache that is new or different for you	COVID-19 Symptom	Side Effect; normal response to vaccine – Go to work, if able
Unexpected fatigue	COVID-19 Symptom	Side Effect; normal response to vaccine – Go to work, if able.
Unexpected muscle or body aches	COVID-19 Symptom	Side Effect; normal response to vaccine – Go to work, if able
Soreness at site of injection	(not applicable)	Side Effect; normal response to vaccine – Go to work, if able
Diarrhea	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
Nausea or vomiting	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New shortness of breath or difficulty breathing	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New congestion or runny nose	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New loss of taste or smell	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New sore throat	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New cough	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III

P. Test for COVID-19: Two tests are commonly used to diagnose COVID-19: PCR (polymerase chain reaction) tests and rapid (or antigen) tests. Both are used to determine if the virus that causes COVID-19 is currently present in an individual.

Page 3 of 14

² https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html

³ The Vaccination Window is the 72 hours following any COVID-19 vaccination.

⁴ Note that the threshold for fever in healthcare workers is a temperature of 100.0°F.

- i. PCR tests, which are analyzed in laboratories and usually take from one to three days for results, are highly accurate and considered the "gold standard" test.
- ii. Rapid tests may be analyzed outside labs and may yield results as soon as a few minutes after testing. Rapid tests are most accurate in identifying positive cases of COVID-19 when symptoms are present; negative rapid test results may be less conclusive. For more information, visit the CDC website.
- iii. Note that antibody tests are blood tests that determine if an individual has had a past infection of COVID-19 but are not used to diagnose current infections.
- **Q. Unvaccinated**: Individuals who have not received any dose of COVID-19 vaccine. Note that individuals with approved exemptions are considered Unvaccinated for purposes of this order
- **R.** Up to Date with Vaccinations: Individuals who have either:
 - Had a booster shot (a third shot for individuals initially vaccinated with Pfizer or Moderna or a second shot for those initially vaccinated with Johnson & Johnson), OR
 - ii. Been fully vaccinated and are not yet eligible for boosters, that is:
 - **a.** Have received one dose of Johnson & Johnson vaccine within the past two months OR
 - **b.** Have received a second dose of the Pfizer or Moderna vaccine within the last five months

II. What to do when an employee, contractor, or recent visitor has a Confirmed Case of COVID-19

This section provides guidance to employees who have a Confirmed Case of COVID-19. It also provides guidance to supervisors of these individuals as well as to managers of facilities where a recent contractor or visitor has a Confirmed Case of COVID-19. In no instance is this guidance meant to replace or override the advice of a medical professional.

NOTE: An individual's vaccination status does not affect the required responses if the individual contracts a Confirmed Case of COVID-19. The variables that affect these requirements are 1) whether the individual develops Symptoms and 2) where the individual works.

A. For Employees with Confirmed Case of COVID-19

- i. If an employee has a Confirmed Case of COVID-19, they should notify their supervisor immediately and identify areas of the County facility(s) where they spent 15 minutes or more over the last 48 hours.
- ii. The employee should provide to their supervisor confirmation of their positive test result or confirmation from medical personnel of the Confirmed Case of COVID-19 as soon as it can be reasonably obtained.
- iii. Medical advice to the employee should come from a medical doctor or public health authority.
- iv. The employee should follow the <u>guidance on isolation</u> from the CDC as well as Section VI (Isolation and Ouarantine Guidance).

v. If telework is possible, isolating employee may telework. If telework is not an option, employee may use Expanded Paid Sick Leave (EPSL) Bank if eligible and the Bank is available.

B. <u>Department Leader or Supervisor Immediate Actions</u>

- If a department leader or supervisor is notified that an employee, contractor, or recent visitor to the facility has a Confirmed Case of COVID-19, then, as possible, the leader or supervisor should immediately evacuate and section off⁵ areas that the individual with the Confirmed Case of COVID-19 has occupied for 15 minutes or more over the past 48 hours (for example, the individual's office, shared work areas, kitchen area). Where possible, the areas should remain sectioned off for 24 hours before cleaning or disinfecting.
- The department leader or supervisor should ensure that areas occupied by the individual with COVID-19 for 15 minutes or more in the last 48 hours are cleaned or disinfected in accordance with <u>CDC standards</u>. This may be accomplished by contacting the department's facilities management team via a service request⁶ or by arranging directly for cleaning or disinfecting.
 - a) In the case of a facilities service request, the requestor should provide the following information (as known and available):
 - This is a COVID-19 Confirmed Case alert, with request for disinfectant cleaning.
 - The point of contact within the department.
 - The location of the potentially infected areas (for example, Courthouse, Suite ###).
 - The time that the person with a Confirmed Case of COVID-19 was last in the space.
 - Whether or not the potentially infected areas have been sectioned off.
 - b) For departments without direct access to a facilities management team, the department should follow closely the CDC guidance for cleaning or disinfecting facilities, including:
 - Opening outside doors and windows, if possible, to increase air circulation in these areas.
 - Waiting 24 hours, or as long as is practical, since last occupancy by the person with COVID-19 before cleaning or disinfecting sectioned off areas.
 - Cleaning or disinfecting all areas used by the person with COVID-19, focusing especially on frequently touched surfaces.
 - Vacuuming should not be done in the first 24 hours. Afterwards, when needed, vacuuming should be done when the area is unoccupied and using a high-efficiency particulate air (HEPA) filter vacuum (if available) and with any fans or ventilation systems turned off (if possible).

Page 5 of 14

⁵ Set up a temporary barrier so people do not enter the space. This could include closing doors, posting signs, putting up tape, or any other signal to people not to enter.

⁶ For those departments and facilities that are cleaned by Milwaukee County contractor ABM, please log into the ABM Customer Service Request Portal and enter a work order request for a COVID-19 deep cleaning.

- c) Once any space occupied by the individual with COVID-19 has been appropriately cleaned or disinfected, it may be reopened for use.
- Supervisors should, as possible, identify employees, contractors, and Persons in Care
 or Custody who had Exposure to the individual with the Confirmed Case of COVID19 in the 48 hours prior to the onset of symptoms through the time of the positive test
 or medical confirmation.
- If the individual with the Confirmed Case of COVID-19 is asymptomatic, identify people who had Exposure to the individual in the 48 hours prior to the time the test specimen was collected.
 - a) All employees with Exposure should follow the procedures in Section IV. Exposed Critical Infrastructure Workers should follow the adapted quarantine procedure outlined in Section V as directed by their Department Head or designee.
 - b) Persons in the Care or Custody with Exposure should be Quarantined for 14 days or should follow public health guidelines for their facility type.
- Note that the press should never be contacted about individuals who have a Confirmed Case of COVID-19, which would violate confidentiality and County policy. Departments should refer any press inquiries to the County Executive's Office.

C. Return to Work Procedure for Employees with a Confirmed Case of COVID-19

- i. Unless otherwise directed by their health care provider, employees with a Confirmed Case of COVID-19 should follow these guidelines and procedures for returning to work:
 - a) Employees with a Confirmed Case of COVID-19 who <u>developed</u> Symptoms and were directed to isolate themselves at home may return under the following conditions:
 - i. At least 10 days have passed since symptom onset, and
 - ii. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications, **and**
 - iii. Other symptoms have improved.
 - b) Employees with a Confirmed Case of COVID-19 who never developed Symptoms
 - i. If Employed at a High-Risk Facility AND if manager has notified individual of a critical staffing shortage
 - a) Must isolate for 5 days, where day of diagnosis is day 0
 - b) Must have rapid (or antigen) test for COVID-19 on Day Six
 - i. If rapid test is negative, may return to work but must wear KN-95 mask or mask required by department for days 6 through 10 and follow the County's mask order thereafter
 - ii. If rapid test is positive, should isolate for remainder of 10 days
 - ii. If Employed in Critical Infrastructure role as confirmed by manager but NOT in a High-Risk Facility
 - a) Must isolate for 5 days, where day of diagnosis is day 0
 - b) If experiencing no symptoms including no fever, may return to work on day 6 but must wear KN-95 mask or mask required by department for days 6 through 10 and follow the County's mask order thereafter

- c) A rapid (or antigen) test for COVID-19 is strongly recommended but not required
- iii. If Employed outside High-Risk Facilities with critical staffing shortage and outside Critical Infrastructure role
 - a) Must observe 10-day isolation for confirmed case of COVID-19. May return to work on day 11. No testing is required.
- ii. Note that a negative test for COVID-19 is **not** required to return to work after 10 days of isolation.
- iii. Individuals with Confirmed Cases of COVID-19 must provide evidence of positive test results or documentation from a doctor or medical professional confirming the case of COVID-19 prior to returning to work.

III. What to do when an employee calls in sick with Symptoms, reports to work with Symptoms, or develops Symptoms while at work, or when a contractor or visitor to a County location exhibits Symptoms while at a County location

Public health officers are confident that the number of people with COVID-19 is higher than the number of known positive cases. While Symptoms Compatible with COVID-19 are an imperfect proxy for someone being infected, Symptoms can be used to inform preventative measures to contain the spread of the virus. The guidelines below are consistent with recommendations from local public health officers to help contain spread in Milwaukee County.

Note: Individuals may experience common Side Effects within 72 hours of receiving a dose of COVID-19 vaccine, and these Side Effects are NOT Symptoms of COVID-19. See the definition of Symptoms in Section I.D for a list of common side effects of COVID-19 vaccinations and for instructions on responding to Side Effects.

Departments with Persons in Care of Custody should follow CDC and state guidance for responding to Symptomatic Individuals in the County's care.

A. Employees, Contractors, or Visitors with Symptoms

If employees experience any Symptoms, they should stay at home or, if at work, return home following the immediate directions below. Any Symptomatic contractors or visitors should also return home immediately, following this guidance.

- i. Immediate Directions to Symptomatic Individuals, including Symptomatic contractors or visitors, in the Workplace
 - a. The Symptomatic Individual should stay 6 feet away from other people at all times.
 - b. The Symptomatic Individual should wear a face mask over their nose and mouth to help prevent the spread of germs.
 - c. The Symptomatic Individual should avoid touching equipment and furniture, as much as possible, and should not move around the workspace.
 - d. The Symptomatic Individual should be sent home as soon as possible.
 - e. The Symptomatic Individual should continue to wear a mask and practice physical distancing until they reach their residence or Isolation area. Modes of transportation for the Symptomatic Individual to get to their residence are prioritized below, starting with the top recommendation:

- Personal transportation.
- A ride with a member of their household.
- A ride with a family member or friend.
- f. Once outside the workplace the Symptomatic Individual should go to their residence and Isolate.

ii. Directions to Symptomatic Employees Once Isolating

- a. Symptomatic Individuals should notify their supervisor immediately if the Symptoms emerged outside the workplace.
- b. Symptomatic Individuals should report to a supervisor any area of the County facility(s) where they spent 15 minutes or more over the past 48 hours.
- c. Symptomatic Individuals who do not telework full time must be tested for COVID-19 immediately.
 - 1. Employee should have a PCR test for COVID-19 as soon as possible and no later than one (1) business day from the onset of Symptoms. If employee fails to be tested in a timely manner, they may be required to use their personal leave for time off required to accommodate the delay.
 - 2. Employee should Isolate while test results are pending (see Section VI).
 - 3. Supervisors may ask for confirmation that the employee has scheduled or registered for testing to ensure the employee completes the testing in a timely manner.
 - 4. Employee should provide their test results to their supervisor as soon as results are available. If employee tests positive, follow procedures in Section II. If negative, follow return to work procedures in this section (see Section III.C).
 - 5. If possible, employee should telework until they are cleared to return to work (see Section III.C). If telework is not an option, employees may use EPSL Bank if eligible.
- d. Symptomatic individuals who telework full time are encouraged, but not required, to get tested.
- e. Employees who are symptomatic and seeking testing are encouraged to document people they have been in Close Contact with in the 48 hours prior to the start of their Symptoms to inform contact tracing efforts should they test positive.⁸
- f. Employees who have Symptoms AND who have had Exposure to someone with a Confirmed Case of COVID-19 should follow procedures in Section IV. and immediately seek out testing.

B. Department Leaders or Supervisors Immediate Actions

When a supervisor is notified of a Symptomatic Individual in the workplace, the supervisor should immediately confirm that this individual has Symptoms Compatible with COVID-19. Supervisors have the right to ask employees, contractors, or members of the public about how they are feeling as it relates to COVID-19 Symptoms. They should wear a mask and maintain 6 feet of distance when asking questions.

Page 8 of 14

⁷ Community-based testing locations can be found <u>here</u> (https://www.healthymke.com/testing).

⁸ Note that when an individual has Close Contact with a Symptomatic Individual, the individual with Close Contact does NOT need to self-quarantine; quarantining is only required for individuals with Close Contact with Confirmed Cases of COVID-19.

Once a supervisor has confirmed that the Symptoms are Compatible with COVID-19, the department leader or supervisor should take the following immediate actions:

- Evacuate and section off⁹ areas that the Symptomatic Individual has occupied for 15 minutes or more over the past 48 hours (for example, the individual's office, shared work areas, kitchen area). Where possible, the areas should remain sectioned off for 24 hours since last contact with the Symptomatic Individual before cleaning or disinfecting.
- Ensure that areas occupied by the Symptomatic Individual for 15 minutes or more in the last 48 hours are cleaned or disinfected in accordance with <u>CDC standards</u>. This may be accomplished by contacting the department's facilities management team via a service request¹⁰ or by arranging directly for disinfection or cleaning.
 - a. In the case of a facilities service request, the requestor should provide the following information (as known and available):
 - This is a COVID-19 Symptomatic Individual alert, with request for cleaning or disinfecting.
 - The point of contact within the department.
 - The location of the potentially infected areas (for example, Courthouse, Suite ###).
 - The time that the Symptomatic Individual was last in the space.
 - Whether or not the potentially infected areas have been sectioned off.
 - b. For departments without direct access to a facilities management team, the department should follow closely the CDC guidance for cleaning or disinfecting facilities, including:
 - Opening outside doors and windows, if possible, to increase air circulation in these areas.
 - Waiting 24 hours, or as long as is practical, since last occupancy by Symptomatic Individual before cleaning or disinfecting sectioned off areas.
 - Cleaning or disinfecting all areas used by the Symptomatic Individual, focusing especially on frequently touched surfaces.
 - Vacuuming should not be done in the first 24 hours. Afterwards when needed, vacuuming should be done when the area is unoccupied and using a high-efficiency particulate air (HEPA) filter vacuum (if available) and with any fans or ventilation systems turned off (if possible).
 - c. Once any space occupied by the Symptomatic Individual has been appropriately cleaned or disinfected, it may be reopened for use.
- Local health departments **do not** need to be notified of a Symptomatic Individual.

-

⁹ Set up a temporary barrier so people do not enter the space. This could include closing doors, posting signs, putting up tape, or any other signal to people not to enter.

¹⁰ For those departments and facilities that are cleaned by Milwaukee County contractor ABM, please log into the ABM Customer Service Request Portal and enter a work order request for a COVID-19 deep cleaning.

C. <u>Return to Work Procedure for Employees with Symptoms of COVID-19 Only (no Exposure)</u>

Keep in mind that within 72 hours of receiving a COVID-19 vaccination, individuals may experience Side Effects that mimic Symptoms of COVID-19. See Section I.O to distinguish between Symptoms and Side Effects. This section addresses return to work following Symptoms of COVID-19. Please note that the logic in the County's Health Screening Questionnaire distinguishes between vaccine Side Effects and COVID-19 Symptoms to support the correct interpretation of return-to-work policy.

- i. **Symptomatic Individuals <u>who do not telework full time</u>:** Before a Symptomatic employee may return to in-person work, the following must be true:
 - a. The supervisor must have documentation of negative test results from the employee, **AND**
 - b. The employee must be symptom free for 24 hours. If the symptom was fever, this means at least 24 hours of a temperature below 100.4 degrees without the aid of fever reducers such as aspirin or acetaminophen.
- ii. <u>Full-time telework employees:</u> Symptomatic employees should either telework or if unable to work use Extended Paid Sick Leave (EPSL) if available or us sick time, per department policies.

IV. What to do when an Employee has Exposure to a Person with a Confirmed Case of COVID-19

It is an employee's responsibility to notify their supervisor immediately if they have had Exposure to someone with a Confirmed Case of COVID-19, including a member of their household with a Confirmed Case of COVID-19.

This section includes **procedures for**

- Exposed employees who are Up to Date with Vaccination (Section IV.C.i)
- Exposed employees who have Recovered from a Confirmed Case of COVID-19 in the past three months (Section IV.C.ii)
- Exposed employees who are Not Up to Date with Vaccinations or are Unvaccinated (Section VI C.iii)

B. Employees who have been Exposed

- i. Employee **should not** report for in-person work until they meet the required return to work procedures in Section IV.D.
- ii. Employee should notify their supervisor immediately.
- iii. If telework is possible, employee with Exposure should telework. If telework is not an option, employees may use EPSL Bank if eligible and if the Bank is available.

C. Department Leaders or Supervisors Immediate Actions

When a supervisor is notified that an employee has had Exposure to a person with a Confirmed Case of COVID-19, or that a household member of an employer has COVID-19, no specific actions are required of the supervisor beyond requiring the Exposed employee(s) to Quarantine (no Symptoms) or Isolate (with Symptoms).

- Local health departments **do not** need to be notified that the employee has had Exposure to COVID-19.
- Unless the employee develops Symptoms or has a Confirmed Case of COVID-19, the supervisor does not need to request special cleaning or notify other employees.

D. Procedure for Employees with Exposure Only (no Symptoms)

The procedures in this section cover three categories of employee Exposure.

- i. Employees who are Up to Date with Vaccinations and who have been Exposed Persons who are Up to Date with Vaccinations and who are Exposed to COVID-19 **DO NOT** need to Quarantine and may return to work immediately so long as they:¹¹
 - a. Meet the definition of Up to Date with Vaccinations (see Section I.Q); AND
 - b. Have no current Symptoms; AND
 - c. Wear a KN-95 mask, or if unavailable, a disposable surgical-type mask indoors in all public places, including work areas where other people are present; **AND**
 - d. Are tested for COVID-19 using a PCR test on day 6, where day 0 is the day on which they were Exposed.
 - i. **If test results are positive**, they should follow the procedures outlined in Section II of this order, or
 - ii. **If test results are negative**, they should wear a KN-95 or specialty mask designated by department for days 1 to 10 and, afterwards, follow the County's masking requirements in Universal Face Mask Policy and Procedures Administrative Order 20-14.¹²

ii. Employees Recovered from COVID-19 in the Past Three Months who have been Exposed

Persons who have recovered from COVID-19 in the past three months and who are Exposed to COVID-19 **DO NOT** need to Quarantine and may return to work immediately so long as they:¹³

- a. Meet the definition of Up to Date with Vaccinations (see Section I.Q); AND
- b. Have no current Symptoms; **AND**
- c. Wear a KN-95 mask, or if unavailable, a disposable surgical-type mask indoors in all public places, including work areas where other people are present.

iii. Employees Who are Not Update to Date with Vaccinations, Or Who are Unvaccinated, OR Who have Had COVID-19 but Their Initial Positive Test Result was more than Three Months Ago

- a. If they have or develop Symptoms, they should:
 - i. Stay home and isolate, and
 - ii. Notify their supervisor immediately, and
 - iii. Have a PCR test within 24 hours:
 - If the PCR test is positive, they should follow instructions for Confirmed Case of COVID-19 in Section II (above).

-

¹¹ https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.htmll

¹² https://county.milwaukee.gov/EN/COVID-19

¹³ https://www.cdc.gov/coronavirus/2019-ncov/hcp/duration-isolation.html

- If the PCR test is negative, they should follow instructions for Symptoms in Section III (above) and may return to work after 24 hours of being Symptom free. They should wear a KN-95 or specialty mask designated by department while at work until Day 10, where the day of Exposure was Day Zero and, afterwards, should follow the County's face mask policy in Universal Face Mask Policy and Procedures Administrative Order 20-14. 14
- b. If they have no Symptoms, they should:
 - i. Notify their supervisor immediately.
 - ii. Stay home and quarantine for five days, where the day of exposure is day zero
 - iii. If telework is possible, Quarantining employee should telework. If telework is not an option, employee may use EPSL Bank if eligible.¹⁵
 - iv. Have a PCR test on day 6
 - If the PCR test is positive, they should follow the instructions for Confirmed Cases of COVID-19 in Section II.
 - If the PCR test is negative, they may return to work on day 6. They should wear a KN-95 or surgical mask at work on days six through ten and, afterwards, follow the County's current face mask policy.

NOTE: Supervisors do not need a doctor's note for the quarantined employee to return to work. Supervisors may ask individuals about any Symptoms to be sure the Return-to-Work Procedures are being correctly understood and applied before someone returns to work.

V. What to do when a Critical Infrastructure Employee has been Exposed

Please note that both Individuals who are Up to Date with Vaccinations (Section IV.D.i) and Individuals who have recovered from COVID-19 in the Past Three Months (Section IV.D.ii) who are Exposed to a Confirmed Case of COVID-19 do **not need to** Quarantine, regardless of whether or not they are Critical Infrastructure Workers, as long as they have no Symptoms of COVID-19.

In cases where staffing shortages threaten the delivery of Critical Infrastructure services, then the Department Head or designee may reduce the Quarantine requirements for employees in the following limited circumstances:

- The employee who is Not Up to Date on Vaccinations, is Unvaccinated, or who has recovered from COVID-19 longer than the past three months has had Exposure to an individual with a Confirmed Case of COVID-19, **AND**
- The employee has **no Symptoms** of COVID-19.

Under these circumstances, the Department Head or designee may choose to reduce or eliminate the Quarantine requirements for such individuals following these procedures and guidelines:

Page 12 of 14

¹⁴ https://county.milwaukee.gov/EN/COVID-19

¹⁵ Most-recent version of active Administrative Orders can be found on the County website: https://county.milwaukee.gov/EN/COVID-19

- A. If staffing levels allow, the quarantine period should be reduced, rather than eliminated, for the exposed employee. Employees should Quarantine for as much of the standard quarantine period as possible.
- B. Critical Infrastructure Workers undergoing an adapted Quarantine are **required to have a**PCR on Day 6 after their most-recent Exposure, where Day 0 is the day of their most-recent exposure.

 16
 - i. If staffing levels allow, the asymptomatic employee should Quarantine until they receive their test results.
 - ii. If staffing levels do not allow for an asymptomatic employee with Exposure to Quarantine until test results are received, the asymptomatic employee may continue working following additional modified work standards in Section V.C.
 - iii. Supervisors may ask for confirmation that the employee has scheduled or registered for **PCR testing** in a Day 5-to-7 window to ensure the employee completes the testing in appropriate timeframe. A test prior to Day 5 **does not** meet the requirements of this order and person should be tested again in the appropriate window; a test after Day 7 **does** meet the requirements of this order. A rapid (or antigen) test, as opposed to a PCR test, **does not** meet the testing requirements of this order.¹⁷
 - iv. Employees should report their test results to their supervisor as soon as possible. If positive, follow procedures in Section II immediately. If negative, person may resume reporting to work under an adapted Quarantine following modified work standards in Section V.C.
- C. **Modified Work Standards:** Whenever a Department Head or designee chooses to reduce or eliminate quarantine requirements, the department must institute and/or strictly follow the additional risk mitigation measures for the Exposed employee and for all members of the work unit, to the greatest extent possible, for a duration of 14 days:
 - i. If possible, employees in work unit should wear KN-95 masks or, if unavailable, disposable surgical masks.
 - ii. Operations and work environments should be further adapted to eliminate or minimize Close Contact between the individuals undergoing a shortened quarantine and their co-workers or members of the public. For example, someone may punch in for the Exposed employee at the beginning of the day, enabling the individual to go directly to their workstation.
 - iii. As possible, departments should assign Exposed employees to their own office or workspace, even if this means displacing other employees to mimic a Quarantine environment in the workplace.
 - iv. Limit the use of shared equipment and spaces.

VI. Isolation and Quarantine Guidance

These guidelines are meant to augment instructions provided by the CDC for <u>isolation</u> and for <u>quarantine</u>.

Page 13 of 14

¹⁶ Community-based testing locations can be found <u>here</u> (https://www.healthymke.com/testing).

¹⁷ https://www.memorialhealthcare.org/whats-the-difference-between-covid-19-rapid-and-prc-tests/

- A. **Isolation:** Keeps **someone who is sick or is infected** with the virus away from others, even in their home. When you isolate, you should:
 - i. Stay home! This means do not go to school, work, public areas, or attend large gatherings, such as parties, weddings, meetings, and sporting events. If you need medical care, call a health care provider.
 - ii. Call ahead before going to a doctor's office.
 - iii. Monitor your symptoms. If you have an <u>emergency warning sign</u> such as trouble breathing, seek emergency medical care immediately.
 - iv. Stay in a separate room from other household members, if possible.
 - v. Use a separate bathroom, if possible.
 - vi. Avoid contact with other members of the household and pets.
 - vii. Don't share personal household items, like cups, towels, or utensils.
 - viii. Wear a face mask.
- B. **Quarantine**: Keeps **someone who might have been exposed** to the virus away from others. When you quarantine, you should:
 - i. Stay home! This means do not go to school, work, public areas, or attend any gatherings, such as parties, weddings, meetings, and sporting events. If you need medical care, call a health care provider and use telemedicine when possible.
 - ii. Call ahead before going to a doctor's office or any other health care setting.
 - iii. Watch for fever (100.4°F degrees or higher), cough, shortness of breath, or <u>other symptoms</u> of COVID-19. If you experience symptoms, you should isolate from others.
 - iv. Stay away from others, especially people who are at <u>higher risk</u> for getting very sick from COVID-19.
 - v. Minimize contact with others in the same household including not sharing bathrooms, kitchens, or other common areas whenever possible.

DOCUMENT 00 73 36 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1. SCOPE

1.1 Section 56. I 7 of the Milwaukee County Ordinance and requirements for Federally assisted construction contracts regarding labor Standards and Equal Employment Opportunity shall be a part of this Contract.

2. POSTING OF NOTICES

- 2.1 The successful bidder must post in a conspicuous location, available to employees and applicants for employment:
 - 2.1.1 Equal Opportunity Policy (See Attachment 1 for sample)
 - 2.1.2 Equal Employment Opportunity Poster (See Attachment 2)

REPORTING REQUIREMENT APPLICATION TO CONSTRUCTION CONTRACTS

- 3.1 **EEO-1 Report** (Equal Employment Opportunity-Employer Information Report) Contractors and subcontractors with 50 or more employees and with a covered contract or subcontract of \$50,000 or more, must submit an annual EEO- 1 Report (41CFR 60- 1.7a). These reports must be filed on the website: www.eeocdata.org/eeo1
- 3.2 Construction Contractor Identification Data The Department official for Milwaukee County who signs contracts, and those successful bidders who subcontract for construction work must notify the Office of Federal Contract Compliance Programs in writing within 10 working days of the award of any construction subcontract in excess of \$10,000 that is made under covered federally assisted construction projects. Notification can be made to the nearest OFCCP District Office. [U.S. Department of Labor-OFCCP Milwaukee District Office, 310 West Wisconsin Avenue, Suite 1115, Milwaukee, WI 53203-2241. A copy should be maintained within the contracting department for periodic review by the Milwaukee County Department of Audit. (See Attachment 3)
- 3.3 **Written Affirmative Action Plan** is required under Milwaukee County Ordinance 56.17 from each successful bidder of contracts with 50 or more employees. AA Plans must be developed according to guidelines established under Federal Code 41 CFR 60 and submitted to the Milwaukee County Department of Audit.

4. DECLARATIONS BY BIDDERS AND CONTRACTORS

- 4.1 The following declarations are required:
 - 4.1.1 Equal Employment Opportunity Compliance Certificate [Form 2532 R2] required with each contract agreement. (See Attachment 4)
 - 4.1.2 Equal Opportunity Clauses required in all construction contracts. (See Attachment 5)
 - 4.1.3 Notice of Requirement to Ensure Equal Employment Opportunity required in all construction contracts. (See Attachment 6)
 - 4.1.4 Standard Equal Employment Opportunity Construction Contract Specifications -required in all construction contracts. (See Attachment 7)

5. OTHER REQUIREMENTS

- 5.1 Equal Employment Opportunity Reference -must be included in the bid advertisement by the department official for Milwaukee County who signs contracts for construction projects.
- 5.2 Contractors must retain personnel and employment records for a minimum of one year from the date they were created, or the personnel action occurred, whichever is later. Relevant records include but are not necessarily limited to hiring, assignment, promotion, demotion, termination, transfer, layoff, rate of pay, terms of compensation, training selection, job postings, applications, resumes, tests and results, and job interview notes. Records must be maintained in an easily understandable and retrievable form; contractors are not required to maintain separate record systems for this purpose. [41 CFR 60-4.3(a) 14, 41 CFR 60-l.12(a)].

6. ATTACHMENTS SUMMARY

6.1 The following attachments are included in this document:

Attachment 1:	Equal Opportunity Policy Sample	1 page
Attachment 2:	Equal Employment Opportunity Poster	2 pages
Attachment 3:	Contractor Identification Data	1 page
Attachment 4:	Equal Employment Opportunity Compliance Certificate	1 page
Attachment 5:	Equal Opportunity Clauses	3 pages
Attachment 6:	Notice of Requirement of Affirmative Action	1 page
Attachment 7:	Standard EEO Construction Contract Specifications	6 pages

DOCUMENT 00 73 36 – ATTACHMENT 1 EQUAL OPPORTUNITY POLICY SAMPLE

EQUAL OPPORTUNITY POLICY - [SAMPLE]

It is the official policy of the - (Company Name Here) - that it will not discriminate against any employee, applicant for employment or eligible client because of race, color, religion, sex, national origin, age, disability or veteran status. We pledge that we shall take affirmative action to ensure that applicants are employed, that employees are treated during employment, and that eligible clients are served without regard to the above-named characteristics. Such actions shall include but not be limited to the following: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training including apprenticeship: delivery of service; and community based activities.

All officials and employees of this Company will be informed of this Statement of Policy and that this policy will affect all employment practices and delivery of service. Decisions on employment and delivery of service will be made to further the principle of equal opportunity. All management personnel will share the responsibility for affirmative action and will be assigned specific tasks. Management performance on this program will be evaluated in the same manner as performance on other County goals.

We will ensure that promotion decisions will be in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities. Furthermore, we will ensure that all personnel actions such as compensation, benefits, company-sponsored training, education, tuition assistance and social and recreational programs will be administered without regard to race, color, religion, sex, national origin, age, disability or veteran status.

It is our firm belief that the Company will benefit overall by prompt and full utilization of minorities and females at all levels and in all segments of the workforce where deficiencies exist.

As Chief Executive Officer of this Company, I declare my personal commitment to

Name Title Telephone Number (Please Print)

As the Equal Opportunity Officer responsible for the implementation of the Company's Affirmative Action Policy. The designee will report to me on an annual basis the Company's progress towards meeting its affirmative action goals and timetables.

(Please Type or Print Name Under Signature)

END OF DOCUMENT

Chief Executive Officer

Date: ____

DOCUMENT 00 73 36 – ATTACHMENT 2 EQUAL OPPORTUNITY POSTER

NOTE: This section contains the following document(s):

Equal Opportunity Poster from Federal Government

2 pages

Equal Employment Opportunity is The content of the

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

DOCUMENT 00 73 36 – ATTACHMENT 3 CONTRACTOR IDENTIFICATION DATA

CONTRACTOR IDENTIFICATION DATA - (FOR AWARD NOTIFICATIONS)

Required to be submitted by the Milwaukee County Department Official who signs contracts and by the successful bidder for contracts/subcontracts over \$10,000. This information can now be filed within 10 working days of award to the following address:

U. S. Department of Labor Office of Federal Contract Compliance Programs Milwaukee District Office 310 West Wisconsin Avenue, Suite 1115 Milwaukee, WI 53203-2241

The Milwaukee County Department Official must retain a copy of this information for their Department files for periodic review by the Milwaukee County Department of Audit.

Section 1	
Prime contractor	
Employer/Contractor Identification Number	
Contractor/Subcontractor Name	
Contractor/Subcontractor Name	
Permanent Address (Pay Office)	
City State 7in Code	
City, State, Zip Code	
Chief Executive Officer Name and Title	
EEO Officer Name and Title	
Area Code and Phone Number	
Section 2	
Funding Agency and Location	
Applicant/Grantee Agency Name and Location	
Contracting Agency (Prime) Name	
Address, City, State, Zip Code	
, ruanoso, ony, onato, 2.p oodo	
Contracting Agency/Company Contact Point Name	
Area Code and Phone Number	
Project Name and Number	
Project City, County, State, Zip Code	
Contract/Subcontract Award Date	
Contract/Subcontract Dollar Amount	
Contract/Subcontract Number	
Estimated Contract/Subcontract Completion Date	

DOCUMENT 00 73 36 – ATTACHMENT 4 EQUAL EMPLOYMENT OPPORTUNITY FORM

NOTE: This section contains the following document(s):

Equal Employment Opportunity Form

1 pages

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify) (Henceforth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded. Non-Discrimination VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. VENDOR will post in conspicuous places, available to its employees; notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract Affirmative Action Program VENDOR certifies that it will strive to Implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to Increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented. Non-Segregated Facilities VENDOR certifies that it does not and will not maintain or provide for Its employees and segregated facilities at any of its establishment, and that It does not permit Its employees to perform their services at any location, under its control, where segregated facilities are maintained. Subcontractors VENDOR certifies that it has obtain or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files. Reporting Requirements Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60. Affirmative Action Plan VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of Its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, Wisconsin 53203. If a current plan has been filed, indicate where filed and the year covered Please provide proof of your AA Plan approval. VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans. **Employees** VENDOR certifies that it has employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, (No. of employees) Ozaukee and Washington, Wisconsin) and employees intotal. (Total No. of employees) Compliance VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations. Executed this_ _day of_ Firm Name_ WARNING: An unsigned form shall be considered as a negative response. Address City, State, Zip By_ Telephone_ (Signature)

(Title)

(Please Print Name Here)

DOCUMENT 00 73 36 – ATTACHMENT 5 EQUAL OPPORTUNITY CLAUSES

I. AFFIRMATIVE ACTION IN EMPLOYMENT

- A. Pursuant to Executive Order 11246. Title 41 CFR 60-1.4, -250.5, -741.5. During the performance of this contract, the contractor agrees to include or reference the following provisions:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the above-named characteristics.
 - Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to "protected group" status. As stated above.
 - (3) The contractor will send to each labor union or representative of workers with which the contract has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and/or County Ordinances Section 56.17 (1c) and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, and/or County Ordinance Section 56.17 (1c).
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and/or County Ordinances Section 56.17 (1c) and will permit access to the contractor's books, records, and accounts by the contracting agency and the Milwaukee County Department of Audit for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and/or County Ordinances Section 56.17 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, and/or County Ordinance Section 56.17.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, and/or County Ordinance Section 56.17 (1c) so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor or the County Contracting Official as a means of enforcing such provisions including sanctions for noncompliance.
- B. Pursuant to Sec. 503 of the Rehabilitation Act of 1973 (Workers with Disabilities)
 - (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advances in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act and/or County Ordinances Section 56.17 (1c).
 - (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act and/or County Ordinances Section 56.17 (1c).
 - (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and/or County Ordinances Section 56.17(1 c) and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, and/or County Ordinances Section 56.17 (1c), so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs and the Milwaukee County Contracting Official may direct to enforce such provisions, including action for non-compliance.

- II. NON-DISCRIMINATION IN DELIVERY OF SERVICES
- A. Pursuant to Section 601 of Title VI of the Federal Civil Rights Act of 1964: No eligible client in the United States shall be excluded from participation in or otherwise discriminated against on the ground of race, color, or national origin under any program or activity receiving Federal or County financial assistance. [42 USC 2000(d)-2000(d)(1)]
- B. Pursuant to Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990 (ADA), and other applicable federal and state regulations. No otherwise qualified disabled person shall be excluded from the participation in or the benefits of, or be subjected to, discrimination under any program receiving Federal or County financial assistance.

DOCUMENT 00 73 36 – ATTACHMENT 6 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The notice of requirements for affirmative action to ensure equal employment opportunity [Executive Order 11246] is to be included in the bid solicitations for all construction contracts over \$10,000. The notice, which is published at 41 CFR 60-4.2 is as follows.

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract specifications" set forth herein. As used in this Notice, and in the contract resulting from this solicitation the "covered area" is the Milwaukee Standard Metropolitan Statistical Area (includes Milwaukee, Ozaukee, Waukesha, and Washington counties).
- 2. The goal for minority participation, expressed in percentage terms for the Contractor's collective workforce in each trade on all construction work in the covered area is 8.0%*. The current goal for female participation is 6.9%** of work hours and applies to all of a contractor's construction sites regardless of where the contract is being performed.

These goals are applicable to all the Contractor's construction work performed in the covered area whether or not Federal, Federally - assisted and/or County funds are involved.

The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR 60-4.2 and/or County Ordinances Section 56.17 (1 c), shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and/or County Ordinances 56.17 (1c) and its efforts to meet the goals established for the covered area. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, the regulations in 41 CFR Part 60-4 and/or County Ordinance Section 56.17 (1 c). Compliance with the goals will be measured against the total work hours performed.

The Contractor must provide written notification to the Office of Federal Contract Compliance Programs within 10 working days of the award of any construction subcontract in excess of \$10,000 that is made at any tier for the construction work under the contract resulting from this solicitation. The notification shall list:

- a. Name, address and telephone number of the subcontractor;
- b. Subcontractor's employer identification number:
- c. Estimated dollar amount of the subcontract;
- d. Estimated starting and completion dates and geographical area in which the subcontract is to be performed.

^{* (}Goal for the Milwaukee SMSA (Milwaukee, Waukesha, Ozaukee and Washington counties), according to the Federal Register, October 3, 1980.

^{** (}Goal for female participation was indefinitely extended according to the Federal Register, December 30, 1980.

DOCUMENT 00 73 36 – ATTACHMENT 7 STANDARD EEO CONSTRUCTION CONTRACT SPECIFICATIONS

STANDARD EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFACATIONS

Standard equal employment opportunity construction contract specifications are required in all construction contracts over \$10,000.[41 CFR 60-4.3]

- 1. As used in these specifications:
 - a. "Covered area" means the Milwaukee Standard Metropolitan Statistical Area (Milwaukee, Ozaukee, Waukesha, and Washington Counties);
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia. the Indian Subcontinent, or the Pacific Islands);
 - (iv)American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership, participation, or community identification).
- Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto and/or County Ordinances Section 56.17 (1c).
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Contractors/subcontractors must ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Contractors/subcontractors must stablish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Contractors/subcontractors must maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Contractors/subcontractors must provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Contractors/subcontractors must develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Contractors/subcontractors must Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed
- g. Contractors/subcontractors must review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Contractors/subcontractors must disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Contractors/subcontractors must direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Contractors/subcontractors must encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Contractors/subcontractors must validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- I. Contractors/subcontractors, at least once a year, must conduct an inventory and evaluation at least of all minority and female personnel for promotional opportunities

- and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Contractors and subcontractors must ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Contractors and subcontractors must ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Contractors/subcontractors must document and maintain a record of all solicitations
 of offers for subcontracts from minority and female construction contractors and
 suppliers, including circulation of solicitations to minority and female contractor
 associations and other business associations.
- p. Contractors/subcontractors must conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 and/or County Ordinances Section 56.17 (1c).
- 11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal

- Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended and/or County Ordinances section 56.17 (1c).
- 12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director and/or the Contracting Department Official for Milwaukee County shall proceed in accordance with 41 CFR 60-4.8.
- 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977, the Community Development Block Grant Program, or Targeted or Disadvantaged Business Enterprise Program Requirements).

DOCUMENT 00 73 43

FEDERAL WAGE RATE REQUIREMENTS

NOTE:

Work of this contract may require the use of federal wage rates. The applicable wage rates will be determined during the execution of each individual Job Order. This document provides the current rates.

DOCUMENT 00 73 50

CONTRACTOR RESIDENCY PROGRAM PROVISIONS

I. General

- A. In accordance with the resolution of the Milwaukee County Board of Supervisors, residents preference hiring is required for all construction contracting activities of the Department of Administrative Services. The resolution establishes a goal that provides for, at a minimum, 50% of GROSS PAYROLL DOLLARS worked on a DAS-FM Contract be performed by RESIDENTS of the County, except in special cases where the Director of Administrative Services determines there is sufficient reason to impose lesser levels of participation. Further, the Director of Administrative Services may increase the percentage of RESIDENT worker participation to more than 50% on specific contracts. For this contract, bidders are required to show that a minimum 50% of GROSS PAYROLL DOLLARS will be performed by RESIDENTS of the County.
- B. The contractor and subcontractor shall prepare and submit WITH EACH INVOICE accurate and timely resident utilization information with completed LCPtracker Labor Compliance software documentation to the Department of Administrative Services. Failure to submit the required documentation to the Department of Administrative Services may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of all GROSS PAYROLL DOLLARS in LCPtracker is completed. All Prime and Subcontractor certified payroll for the Contract shall be entered in the County's LCPtracker certified payroll reporting system. Prime Contractor's Affidavit of Compliance shall also be completed and on file with the Department of Administrative Services.
- C. During the performance of this contract the Department of Administrative Services reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Director of Administrative Services will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this contract provision, the Department of Administrative Services may take one or more of the actions listed below.
 - 1. Withhold payments on the contract.
 - 2. Terminate or cancel the contract, in whole or in part.
 - 3. Consider possible debarment of the contractor from bidding for a period of up to two years.
 - 4. Any other remedy available to the County at law or in equity.

II. Definitions

A. RESIDENT – A person who maintains his or her place of permanent abode in the County of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the County. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary

- intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.
- B. GROSS PAYROLL DOLLARS means the gross payroll dollars expended on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. Gross payroll dollars include the dollars paid as a wage and as fringe benefits to each employee working on the project. In determining the gross payroll dollars expended on a construction contract, the dollars expended for all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. This includes work performed by persons filling apprenticeships and participating in on-the-job training programs.

III. Residency Utilization Requirements

- A. The contractor shall utilize RESIDENTS of the County in a minimum amount equal to the percentage of the GROSS PAYROLL DOLLARS stated in paragraph I. A. above.
- B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of the Contractor Residency Program and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.
- C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the County. These records shall be maintained for three (3) years following the date of substantial completion of this project and shall be made available to the Director of Administrative Services upon reasonable notice.
- D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency provisions will render the bid unresponsive, and the Director of Administrative Services may then recommend the award to the next apparent low bidder.
- E. If the prime contractor has problems in meeting the residency provisions or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Director of Administrative Services.

SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Conditions and Requirements.
- B. Type of contract.
- C. Work area.
- D. Contractor use of site and premises.
- E. Keys
- F. Owner occupancy.
- G. Work conditions.
- H. Contracts.
- I. Material by Owner.

1.2 RELATED SECTIONS

- A. Section 01200 Price and Payment Procedures
- B. Section 01300 Administrative Requirements

1.3 CONDITIONS AND REQUIREMENTS

- A. There is no guarantee of work and there is no exclusivity for various Contracts.
- B. Owner, through its authorized representative, agent or employee shall have sole authority and discretion to determine what work will be performed on Time and Material basis. It is solely Owner's decision and within its sole discretion to determine whether or not work is to be performed under this Job Order Contract Contract or whether work will be awarded and performed by some other method.
- C. Prime Contractor shall have permanent local (Milwaukee County and the four border counties) representation to perform work throughout life of Contract.
- D. Each Contractor, subcontractor, or material supplier shall be informed as to conditions relating to execution of Job Orders. Neglect of this requirement will not be accepted as cause for additional compensation.
- E. Sequence of operations or place of commencement may be determined by Owner as deemed to best serve needs and convenience of Owner.

1.4 TYPE OF CONTRACT

- A. Job Order Contracts are used to supplement Owner's work force and to complete Projects and Job Orders as directed by Owner.
- B. Agreement Form will be furnished and completed by Milwaukee County for signatures and bonding. Agreement forms may be reviewed at the Department of Administrative Services, Architecture, Engineering and Environmental Services Section, Milwaukee County, 633 West Wisconsin Avenue, Suite 1000, Milwaukee, WI 53203.

1.5 WORK AREA

A. Work areas include anywhere assigned by JOC Coordinator or authorized representative at various sites throughout Milwaukee County.

1.6 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - Owner occupancy.
 - 2. Work by others and work by Owner.
 - 3. Use of site and premises by public.
- B. Regulate and perform work in a manner to cause least possible disturbance and inconvenience to use of site and building.
 - 1. Access to construction and work areas shall be as directed by Owner.
 - 2. Contractors and subcontractors shall arrange for delivery of materials and equipment to place of installation and for removal of surplus and debris.
- C. Contractor shall notify Diggers Hotline in accordance with State laws and requirements. Contractor shall also notify Milwaukee County and other private utilities not included in the Diggers Hotline.
- D. Provide constant dust, dirt, and debris control. Remove demolished material from Owner's property as soon as possible.
- E. Use rubber-tired equipment for transporting materials and equipment on paved surfaces and within building; load shall not exceed pavement, floor, or roof capacities.
- F. Contractor shall confine equipment, storage of materials, and operations of workers to limits indicated and as directed.
- G. Owner assumes no responsibility for damage or loss due to storing of materials and equipment.
- H. Maintain traffic on roads. Keep entrance and delivery areas open to traffic.
- Exercise special care in use of certain types of equipment such as air hammers or others that make excess noise that may interfere with operation of business. Clear equipment causing excess noise with Owner before use on Project.
- J. Exercise special care in use of certain types of equipment such as vibratory type that set up vibrations that may interfere with operation of Owner's equipment. Avoid electronic interference with Owner's equipment. Clear equipment that could cause interference with Owner before use on Project.

- K. If ceiling tile are removed for work or inspection, replace tile at the end of each working day and when inspection is complete. Notify Owner of soiled or damaged ceiling tile so they can be replaced.
- L. When access to electrical outlet, etc., is needed for work in hallways or neighboring room, respect privacy of residents. Workers shall check at the desk for use of a vacant room. If this is not possible, workers shall knock and wait for an answer before entering.
- M. Contractors and workers shall respect privacy, refrain from use of foul or abusive language, etc., and obey Owner's rules for conduct of workers.
- N. Identifying Badges: Contractors, subcontractors, and their employees shall wear identifying badges when requested by Owner. Contractors and/or subcontractors shall provide badges or use Owner approved badges as required.
 - 1. Badge: Minimum 2 inches by 3 inches, readily readable, and capable of being attached with pin or clip.
 - 2. Information: Type or print Contractor's/Subcontractor's name, Contractor's/Subcontractor's title, address, and telephone number.
 - 3. Signature: Wearer's signature shall appear below wearer's typed or printed name.
- O. Contractor shall note special security working conditions at each facility. Coordinate Work with Owner's staff and security to obtain access to the project at anytime. No materials, equipment or tools may remain within any part of the facility when not performing work. Provide security and facilities to protect Work, equipment, tools, materials, existing facilities, and Owner's operations.
- P. When Work of project is within a secured facility. Contractor, subcontractors and material suppliers may be subjected to background investigations by the Sheriff's department for outstanding violations. If violations are discovered, Contractor and employee shall be subject to dismissal.

1.7 KEYS

A. No keys will be issued to Contractors. Contact building superintendent for access to work areas within buildings. If required, there is a \$100 refundable Key Deposit per set of keys for access to some Work areas. If keys are not returned, Contractor shall pay cost of re-keying locks affected by loss. Key Deposit will be returned when keys are returned upon completion of Job Order. Owner will not pay Key Deposits or forfeitures. Full retainage will not be released until keys have been returned.

1.8 OWNER OCCUPANCY

- A. Owner will occupy premises during entire period of construction and conduct normal operations. Interrupt utilities at times and as directed by Owner.
- B. Use adequate protection, such as temporary enclosures, security, etc., so intended use of existing facilities may continue during construction.
- C. Adhere to Owner's policy and safety regulations when performing work on or within existing facilities.
- D. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- E. When work is performed in Owner occupied areas, leave these areas clean, dust and dirt-free, and remove tools, material, and equipment at end of each work day. Account for tools and equipment.

 Keep public areas clean. If Contractor fails to keep areas clean, Owner will clean these areas and deduct cost of this cleaning from Contractor's Job Order or Contract payment.

1.9 WORK CONDITIONS

- A. Owner may assign staff or supervise Contractor's employees during execution of work under this Time and Material Contract. Cooperate with Owner's employees.
- B. A portion of Milwaukee County facilities are designated as a secured public facility. Facilities are controlled by security staff and security checkpoints. Contractor shall secure and guard materials, tools, and equipment at all times. Contractor will be required to follow Owner's security requirements at all times.
- C. Where possible, materials for Projects or Job Orders shall be brought to work area by Contractor's Employees when reporting in for work.
- D. If workers, materials, equipment, etc., are not used on project, or their portion of work is complete and they are no longer needed, no payment shall be made for these workers, materials, equipment, etc.
- E. Owner may direct or select subcontractors and materials to be used and Prime Contractors shall comply with Owner's directions and selections.
- F. If requested by Owner, Contractors may be required to file daily or weekly progress reports to and of type required by Owner. Progress reports are not reimbursable.

1.10 CONTRACTS

trade.

- A. Each Prime Contractor shall have the expertise, labor and equipment to perform or subcontract general construction work. Bid may be rejected if Prime Contractor is incapable of performing or subcontracting the work. See Targeted Business Enterprise requirements for TBE contract goals.
- B. When requested by Owner, submit list of personnel with training or trade and credential, equipment owned, experience, previous similar Contracts including names and phone numbers and/or projects and persons to contact. Failure to submit information and/or documentation within 3 days after being requested, or the submission of incorrect information and/or documentation will be considered non-responsive and result in recommendation of rejection of bid, and if after award of Contract, termination of Contract.
 - 1. Contractor personnel qualifications shall include that skilled trades either hold a Journeyworker or master credential in their labor classification or meet/exceed such requirements through verifiable employer documentation. Subcontractors providing Work of Contract shall provide employee staff that also meet the criteria set forth in the preceding sentence. Contractor and/or subcontractor shall submit proof that personnel have completed the specific labor trade apprenticeship training and instruction as outlined on the DWD Apprenticeship Standards website as follows: https://dwd.wisconsin.gov/apprenticeship/construction_trades.htm or provide verifiable employer documentation of training and work experience that personnel meet/exceed a Journeyworker or master credential in a specific labor
 - 2. Contractor may use apprentices with the prior approval of Owner. Apprentice use shall follow DWD Bureau of Apprenticeship Standards prescribed ratio of apprentice to Journeyworker as noted on the DWD website as follows and listed

at the end of the this summary section: https://dwd.wisconsin.gov/apprenticeship/pdf/construction trade ratios.pdf

1.11 MATERIAL BY OWNER

A. Owner may furnish materials for Time and Material Contractors to use, as directed.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.

1.2 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 Application and Certificate for Payment Continuation Sheet or another Milwaukee County approved form.
- Submit Schedule of Values as established in Notice to Proceed or as requested by Owner.
- C. Format: Please see Section 1 of Document 00 73 10 JOC Supplemental Conditions for the Procedures of Developing all Job Orders.
- D. Include in each line item the percentage of completed construction work to date..
- E. Contractor's overhead and profit shall be included and accounted for in the Adjustment Factor bid for this contract.
- F. Revise schedule to list approved Supplemental Job Orders with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit three copies and 1 original of each application on AA Form G702 Application and Certificate for Payment and AIA G703 Continuation Sheet. AIA G722 Project Application and Project Certificate for Payment and AIA G723 Project Application Summary and/or any other Milwaukee County approved form.
- B. The Owner will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on the percentage of the work completed.
- C. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- D. Include Payroll and TBE/DBE Documentation required by Owner.
- F. Substantiating Data: When Owner requires substantiating information, submit data in question. Include the following with the application:

- 1. Current construction photographs.
- Partial release of liens from major subcontractors and vendors.
- Record documents as specified in Section 01 70 00, for review by Owner which will be returned to Contractor.
- 4. Affidavits attesting to off-site stored products.
- Construction progress schedules, revised and current as specified in Section 01 33 00.

1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents and be responsible for informing others in Contractor's employ or Subcontractors of changes to Work.
- B. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- C. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders.
- D. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.
- E. The Owner or Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Job Order Price or Job Order Completion Time by issuing a Supplemental Job Order..
- F. Construction Change Directive: Owner or Architect/Engineer may issue a directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Supplemental Job Order. Document will describe changes in the Work. Promptly execute change.
- G. Maintain detailed records of Supplemental Job Orders requested. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- H. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- I. Change Order Forms: Milwaukee County Change Order or approved form with equivalent information. The Change Order will be issued through a Supplementary Change Order.
- J. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- K. Correlation of Contractor Submittals:
 - Promptly revise Schedule of Values and Application for Payment forms to record each authorized Supplemental Change Order as a separate line item and adjust the Job Order Price.

- 2. Promptly revise progress schedules to reflect any change in Job Order Completion Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- 3. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT

- A. Replace Work, or portions of Work, not conforming to specified requirements.
- B. Individual specification sections may modify these options or identify a specific formula or percentage reduction in Job Order Price.
- PART 2 PRODUCTS Not Used.
- PART 3 EXECUTION Not Used.

END OF SECTION

SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Equipment electrical characteristics and components.
- G. Special procedure.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements in accordance with JOC Supplemental Conditions 00 73 10.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- G. Coordinate Work with that of other Prime Contractors; and Work by Owner.

1.3 PRECONSTRUCTION MEETING

- A. Prior to starting Work of Job Order, Owner will schedule a Joint Scope Meeting after identifying a particular Project.
- B. Attendance Required: Contractor, Owner, Engineer and Owners Field Representative.

C. Agenda:

- Agenda will follow the items detailed in the Procedure for Ordering Work (#3) of the JOC Supplemental Conditions 00 73 10. Items may also include the following:
 - a. Distribution of Contract Documents.
 - b. Submission of list of Subcontractors, list of Products, Schedule of Values, progress schedule and phasing schedule.
 - c. Designation of personnel representing the parties in Contract and the Architect/Engineer.
 - d. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - e. Scheduling activities of a Geotechnical Engineer or Land Surveyor..
 - f. Use of premises by Owner and Contractor.
 - g. Owner's requirements and partial occupancy.
 - h. Construction facilities and controls provided by Owner.
 - i. Temporary utilities provided by Owner.
 - j. Survey and building layout if applicable to Detailed Scope of Work.
 - k. Security and housekeeping procedures.
 - I. Procedures for testing.
 - m. Procedures for maintaining record documents.
 - n. Requirements for start-up of any equipment.
 - o. Inspection and acceptance of any equipment put into service during construction period.
- D. If requested by the Owner, Contractor will record minutes and copies distributed to participants and those affected by decisions made.

1.4 NOT USED

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work.

1.6 PREINSTALLATION MEETING

- A. When required in individual specification sections, convene a preinstallation meeting prior to commencing work of the section.
- Require attendance of parties directly affecting, or affected by, Work of the specific section.
- C. Notify Owner or Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - Review coordination with related work.
- E. Record minutes and distribute to those affected by decisions made.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Motors: Specific motor type is specified in individual specification sections.
- B. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
- C. Cord and Plug: Provide minimum 6-foot (2 m) cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

PART 3 EXECUTION - NOT USED

3.1 SPECIAL PROCEDURES

- A. Materials: As specified in product sections with new products. Match existing materials with new products and salvaged products for patching and extending work as approved by Architect/Engineer.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to specified condition.
- Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect/Engineer for review.
- L. Where a change of plane of 1/4 inch more occurs follow the methods outlined in the Detailed Scope of Work of each Job Order.
- M. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- N. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.

O. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Manufacturer's field reports.
- K. Erection drawings.
- Construction photographs.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 or as directed.
- B. Sequentially number transmittal form. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Job Order, Contractor, subcontractor and supplier; pertinent Drawing and detail number, and specification Section number, as appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of Work and Contract Documents.
- E. Schedule submittals to expedite Job Order and provide submittals to Owner and/or Architect/Engineer per submittal schedule. For items where a physical submittal is requested, deliver at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 calendar days unless indicated otherwise on an approved submittal schedule. For physical submittals, review time excludes delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.

- H. Provide space for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Contractor shall prepare and be responsible for construction schedule. Contractor must submit progress schedule for each Job Order when requested by Owner.
- B. Other Prime Contractors shall coordinate and cooperate with General Construction Contractor in submitting construction schedules to Owner. Owner will not process payment requests for failure to coordinate and cooperate with General Construction Contractor's scheduling duties.
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. Submit revised Progress Schedules with each Application for Payment.
- F. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- G. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- H. Submit computer generated horizontal bar chart with separate line for each major section of Work, identifying first work day of each week. Submit on Owner approved electronic media.

I. INTENTIONALLY DELETED.

- J. If requested by Owner, show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- K. Indicate estimated percentage of completion for each item of Work at each submission.
- L. If requested by Owner, submit separate schedule of submittal dates for shop drawings, product data, and samples.

M. Revisions To Schedules:

- 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- If applicable to Job Order, prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect [including effect of changes on schedules of separate contractors].

N. If Contractor fails to submit schedules for review and monthly updated schedules, Owner will not process Application for Payment until construction schedule requirements are met.

1.4 PRODUCT DATA

- A. Submit to Owner for review for limited purpose of checking for conformance with information given and design concept expressed in Detailed Scope of Work. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00.
- B. For any submittals requested as a physical submittal, submit number of copies Contractor requires, plus 2 that will be retained by Architect/Engineer if required.
- C. Mark each to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this each Job Order.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 01 70 00.

1.5 SHOP DRAWINGS

- A. If applicable to a Job Order, submit to Owner for review for limited purpose of checking for conformance with information given and design concept expressed in Detailed Scope of Work or other Contract Documents. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Shop drawings shall also indicate existing conditions that impact installation of specified and/or fabricated material.
- D. Electronic submittal of shop drawings is preferred by the Owner unless noted as a physical submittal in Submittal Form. Review comments of shop drawings by Architect/Engineer will be made in "RED MARK-UPS", differentiating from the text of the original shop drawing. Also included in the review will be consultant's shop drawing stamp initialed certifying that review and approval/resubmittal is required and will be part of the electronic submittal review to Contractor.

1.6 SAMPLES

- A. Submit to Owner or Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Detailed Scope of Work or other Contract Documents. Produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Owner or Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors.

- After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Job Order information.
- E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain 1 sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.

1.7 DESIGN DATA

- Submit for Architect/Engineer's knowledge as contract administrator or for benefit of Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Job Order or other Contract Documents.

1.8 TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator or benefit of Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Job Order or other Contract Documents.

1.9 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, [start-up,] adjusting, and finishing, to Architect/Engineer and/or Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.11 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for benefit of Owner.
- B. Submit report within 30 days of observation to Architect/Engineer and/or Owner for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Detailed Scope of Work or other Contract Documents.

1.12 ERECTION DRAWINGS

- A. Submit drawings for benefit of Owner if required for Job Order.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Detailed Scope of Work or other Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.13 CONSTRUCTION PHOTOGRAPHS

- A. If required for Job Order, provide photographs of site and construction throughout progress of Work and if required produced by an experienced photographer, acceptable to Owner.
- B. Identify name of Project and contract number on Digital Photos.
- C. Deliver copies to Owner with project record documents. Catalog and index copies in chronological sequence; include typed table of contents.

PART 2 PRODUCTS - Not Used.

EXECUTION - Not Used. See Submittal Form on next page.

Project No. 5740-23999

SECTION 01 33 00 REQUIRED SUBMITTALS

PROJECT:		_PROJECT NO:	
CONTRACTOR:	CONSTRUCTION COORDINATOR:		
CONTRACTOR:	CONSTRUCTION COORDINATOR:		

SECTION-	SECTION-SHEET TITLE &	O & M	Physical	DATE	DATE	DATE TO	DATE	COMMENTS
SHEET#	DESCRIPTION OF SUBMITTAL	O & M INCL.	Physical Submittal	SCHEDULED	RECEIVED	DESIGNER	RETURNED	
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					

SECTION- SHEET #	SECTION-SHEET TITLE & DESCRIPTION OF SUBMITTAL	O & M INCL.	Physical Submittal	DATE SCHEDULED	DATE RECEIVED	DATE TO DESIGNER	DATE RETURNED	COMMENTS
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
		✓	Y/N					
			Y/N					

END OF SECTION

SECTION 01 35 13.13 SPECIAL PROJECT PROCEDURES FOR AIRPORT FACILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Airport safety
- B. Airport security

1.2 RELATED SECTIONS

- A. Section 01 11 00 Summary of Work
- B. Section 01 50 00 Temporary Facilities and Controls

1.3 REGULATIONS

- A. The operation of the airport is regulated by the Federal Aviation Administration and its rules and regulations governing safety shall be enforced. Contractors shall acquaint themselves with FAA Advisory Circular 150/5370-2 current edition Operational Safety On Airports During Construction and abide by operating rules and regulations and shall be responsible for enforcement of those rules and regulations concerning employees, subcontractors and material suppliers.
- B. Failure to observe Safety requirements will be reason to remove Contractors or Subcontractors or their personnel or material from the site.

1.4 GENERAL SAFETY

- A. The geographical form of open trenches, excavations and stockpiled material shall be outlined with low profile barricades with reflective alternating orange and white markings; flashing or steady red lights; 12'x12' bright orange nylon flags.
- B. Hazardous areas, in which aircraft are not to enter, shall be indicated by use of low profile reflective barricades with alternating orange and white markings placed end to end with a designated gap for vehicle traffic. Barricades may need to be supplemented with orange flags at least 12 by 12 inches square and installed so that they are always in the extended position and properly oriented. Barricades shall be supplemented with flashing or steady red lights. Do not use solar lighting on barricades without prior written permission of Airport. All batteries shall be new at start of project and replaced periodically during project. Low profile barricades shall be weighted down with either water and/or sandbags. It shall be Contractor's responsibility to maintain flashing lights at all times. If any light is found to be inoperative, it shall be repaired or replaced within 24 hours of notification.
- C. Smoking on aircraft parking ramps or within the confines of a fuel storage area is prohibited.
- D. Welding or torch cutting operations require specific permission of the Airport Fire Department. When permitted, adequate fire suppression equipment must be available in close proximity to the job.
- E. Waste material shall not be permitted to accumulate and create a hazard for aircraft and associated ground support operations and shall be removed from the airport premises on a regular basis.
- F. Debris such as mud, stones, etc. which is inadvertently dropped within aircraft operating areas must be cleaned up immediately. Therefore, construction/repair projects that require motorized

- equipment to traverse the air operations area will require the Contractor to have on site a pickup broom type mechanical sweeper.
- G. Any utility serving the Airport shall not be disconnected without prior approval from Airport management.
- H. Runways or taxiways closed for extended periods of time must be marked in accordance with FAA Advisory Circular 150/5340-1 current edition, Standards for Airport Markings.
- I. Prior to the first day of work, each Contractor, including subcontractors, shall provide a list to the Airport Operations Office of supervisory personnel who will be involved in the project. This list shall contain a 24 hour telephone number of those persons who should be called in the event of an emergency during evenings and weekends.

1.5 PERSONNEL SAFETY

- A. Contractor will advise their employees to remain within the limits of the designated work area and the routes to be used for access to and from the job site. Access routes to and from the job site will be determined by Airport management.
- B. Contractor shall be required to provide his/her employees with proper hearing and other safety protection devices as appropriate.

1.6 VEHICLE SAFETY

- A. No person shall operate a motorized vehicle on airport property without a valid state-issued Vehicle Operator's License.
- B. No vehicle shall be operated in a reckless or negligent manner.
- C. No person shall operate a motor vehicle under the influence of alcohol or narcotic drugs.
- D. No vehicle shall be operated which may be considered to be overloaded or carrying more passengers than the vehicle was designed to carry.
- E. No vehicle shall be operated on the airport that is constructed, equipped, or loaded in a manner considered dangerous to persons or property.
- F. No vehicle shall be operated on the Airport with someone riding on the running board, or standing up in the open body of the vehicle.
- G. No vehicle shall be operated in excess of posted speed limits.
- H. All vehicles, when not in use, shall be parked in designated parking locations.
- No person shall operate motorized ground equipment on the Air Operations Area (AOA) of the airport without an airport-issued driver's endorsement unless they are escorted (physically or visually) by an authorized person.
- J. The operation of motorized vehicles on the Air Operations Area shall be in accordance with the Airport Operations IET system for driving in the non-movement areas of the Airport.
- K. All vehicles operating on the Air Operations Area shall display a three (3) foot by three (3) foot flag consisting of alternating international orange and white squares of not less than one (1) foot on each side. The flag shall be displayed in full view at the highest point on the vehicle. An amber flashing light affixed to the top of the vehicle may be used in lieu of a flag.
- L. Vehicles and equipment parked on or near an air operations area during hours of darkness or restricted visibility shall be outlined through the use of low profile reflective barricades with

- flashing red lights. No solar lights on barricades without prior written permission of Airport. All batteries must be new at start of project and replaced periodically during project.
- M. When parking adjacent to an active runway, all vehicles and equipment must be parked parallel to the runway and at least 125 feet outside of the runway lights.
- N. Whenever vehicles are required to cross or operate on the movement area (runways and taxiways) effective control procedures shall be established prior to the first day of work. No vehicle will be permitted to cross or operate on an open runway without specific permission obtained through two-way radio communications with the Control Tower. Vehicle control requirements and procedures will be discussed at the preconstruction meeting.
- O. All non-radio vehicles that require access to the movement area of the airport must be escorted by a person specifically designated by airport management.
- P. Cranes and other high profile construction equipment shall be reduced to their lowest profile when not in use.

1.7 AIRPORT SECURITY

A. Contractor should assume the following fees for badging estimation purposes:

New applications - \$75.00 (Includes badge, issued or not) New fingerprints - \$25.00 Total = \$100.00

Renewal applications - \$25.00 Renewal fingerprints - \$25.00 Total = \$50.00

Fees to replace Lost, Stolen*, or Destroyed ID's:

1st - \$75.00 2nd - \$125.00 3rd - \$200.00

*Stolen ID's, accompanied by a valid police report will incur a \$25.00 charge for the 1st ID, \$50.00 charge for the 2nd ID, \$100.00 charge for the 3rd ID.

Not Returned ID Fee (may be assessed against the company or the individual, and is refundable if turned in):

1st - \$100.00 2nd - \$150.00 3rd and subsequent - \$200.00

- B. These fees are cumulative for a company. For example, company X has three employees that do not return ID's, the fees would total \$450.00, for each additional ID Not Returned, after that it would be \$200.00 each. If company X has a total of nine not returned ID's the total would be \$1650.00. However, if 4 of those ID's were returned, a credit of \$800.00 would be processed. If all the ID's are returned, then a complete refund would be due, and the next Not Returned ID would incur a \$100.00 fee, etc.
- C. If an individual returns the ID, a credit would be processed against their credit card, if that is how it was paid for initially, or by a check payable to them in about 4 weeks from the date of return.

1.8 GENERAL SECURITY

- A. The operation of the airport is regulated by the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). The security rules and regulations established by these agencies shall be enforced. Contractors shall acquaint themselves with these rules and regulations and will be held accountable to ensure that all employees, subcontractors, and material suppliers abide by them.
- B. The FAA and TSA have established civil penalty policies whereby monetary penalties may be assessed against individuals, companies, airlines, airports, or any combination thereof. These penalties range from \$1,000.00 to \$25,000.00 per violation. Any penalties assessed against General Mitchell International Airport by the FAA or the TSA as a result of negligence, or failure to adhere to established policies or procedures on the part of a contractor, subcontractor, material supplier or their employees, will be assessed to the prime contractor.
- C. Failure to adhere to security rules and regulations will be reason to remove contractors or subcontractors or their personnel or material from the site.
- D. All vehicles and personnel are subject to search at any time.

1.9 REGULATIONS

- A. 49 Code of Federal Regulations (CFR) 1542 is the governing regulation that requires each airport operator to establish and maintain, in writing, a security program that addresses, among other things, the conduct of required background checks and the establishment of an identification and access control system. This regulation further requires that a training program be established, and that everyone that applies for an airport issued identification/access media badge be trained in certain airport security procedures. General Mitchell International Airport accomplishes this by requiring everyone to view a security training video and pass a written test. This information is provided in English only and, if needed, special arrangements must be made with the Airport Badging Office (747-4537) to have an interpreter present to assist in the administration of this requirement.
- B. 49 CFR 1520 establishes the requirement to safeguard information obtained as a result of this training. The information that is provided is considered Sensitive Security Information (SSI) and is therefore only to be discussed with persons that have a "need to know." Additional federal penalties can be assessed against personnel for the unauthorized disclosure of this information.
- C. Milwaukee County Ordinance 4.02(8)(c)(8) states: "Airport-issued Personnel Identification Badges are the property of the County. They must be returned to the Airport upon Revocation, Suspension, ending employment at the Airport or upon demand of the County." Failure to return Identification badges may delay or impact the final payment of the Contract.

1.10 BADGING PROCEDURES

- A. All companies (prime and subcontractors) that conduct business at General Mitchell International Airport must have an MKE Company Registration Information & Authorization form on file with the Airport. This form shall be obtained from the Airport Badging Office (Monday Friday, 8:00 a.m. to 4:30 p.m., excluding holidays). This form must be completed by the company and returned to the Airport Badging Office for further processing. This process can take 7 business days or more to complete. This form must be completed for each individual airport project, unless there is a break of 90 days or less between projects where the company is doing business.
- B. All companies (prime and subcontractors) conducting business in any security area of the airport, as defined in the Airport Security Program (ASP) except as noted in paragraphs H. and I. below are required to obtain an airport issued identification/access media badge, hereinafter referred to as badge, for **each** of their employees. To obtain a badge for each employee, the employer must complete a MKE Authorized Signatory Designation form. This form can be obtained from the Airport Badging Office, during the same days and hours as

previously noted. This form must be completed by an officer of the company that has responsibility for ensuring that the procedures on the form can and will be adhered to. This person can then appoint other personnel in the organization to be Authorized Signers for airport badge application forms.

- C. An authorized signer must complete an airport Badge application form and then successfully pass a fingerprint based Criminal History Records Check (CHRC) and a Security Threat Assessment (STA), and must sign and date an Authorized Signer training form before they can sign the application form for other employees to start the badging process.
- D. Criminal History Records Check (CHRC) procedure for each individual consists of the following:
 - 1. Complete a Criminal History Records Check Application form.
 - 2. Provide two forms of identification (these can be the same as the STA **OR** one must contain a photograph and one must be issued by a government agency. **Each applicant must do this in person.**
 - 3. Be fingerprinted.

<u>NOTE</u>: The actual time to complete this process should be less than 30 minutes, however, due to unanticipated volume this may take more time. This information is submitted to the TSA immediately. The fingerprint results should be received within 24 hours. When the results are received, if the results are not favorable, the employee will be notified to come and see the Airport Security Coordinator (ASC) or an Assistant ASC, so that the individual receives information on their rights. The employee cannot schedule any additional training until after notification in regard to the STA.

- E. Security Threat Assessment (STA) procedure for each individual consists of the following:
 - 1. Complete a General Mitchell International Airport I.D. Badge Application form.
 - Provide two forms of identification as indicated in the *List of Acceptable
 Documents. Only one item from List A <u>OR</u> one item from List B <u>AND</u> one item
 from List C at the time that the application is turned in to the Airport Badging
 Office. *Each applicant must do this in person.*
 - 3. Sign and date a Privacy Act Notice form.
- * This list is subject to change without notice. The most recent Form I-9 List will be used.

NOTE: The actual time for the employee to complete these items should be less than 30 minutes, however, due to unanticipated volume this may take more time. The STA information is entered in the airport computer database and is sent to the Transportation Security Clearinghouse (TSC) for processing. The results should be received within 72 hours. When the results are received, if they are favorable, the employer will be notified to have the employee call or go online to schedule testing for the Security Video and/or Non-Movement Area Driver's Training or the Movement Area Driver's Training as appropriate. If the results are not favorable, the TSA will contact the individual and instruct them on how to proceed. The Airport Badging Office may not be permitted to discuss the results with the employer. There is *no fee* for this process.

- F. Security Video and/or Driver's Training Video (if applicable)
 - 1. The Security Video is **mandatory** for **all** badged personnel.
 - 2. The Non-Movement Area Driver's Training Video is required only if duties require driving on the areas of the airport that do not cross taxiways and/or runways.

<u>NOTE</u>: Scheduling for these training sessions <u>must</u> be done by calling the Airport Badging office at 414-747-4537 or online (internet address will be provided as it becomes available). The actual time to complete the Security Video should be 60 minutes. The actual time to complete the Non-Movement Area Driver's Training video should be 45 minutes. There is *no fee* for this process.

G. Badge Renewal

- 1. Badge renewal is required **prior** to the expiration date of the badge.
- 2. At each Badge Renewal, a new CHRC will be completed.
- 3. Failure to complete a badge renewal prior to the expiration date will result in a new application and charge.
- 4. Badge Renewal also requires training on the topics for the level of badge that is being renewed and the associated times in the table below.

H. Perimeter Security – Zone 1 (Terminal area)

- 1. For personnel that do not have unescorted access authority (badged) to enter into the airport perimeter through a security checkpoint, i.e. one-time material delivery drivers, concrete delivery drivers, dump truck driver's, and vehicle drivers that work on daily terms, even when they are under the escort of someone that does have unescorted access, must provide a valid (unexpired) photographic identification, issued by a government authority, (driver's license, passport, military ID, etc.) and obtain a Visitor's badge. This badge must be returned to the point of entry or accounted for by another checkpoint.
- 2. All vehicles must be prominently marked with the name of the company, either stenciled/painted on or by a magnetic sign. This marking must be on both sides of the vehicle, preferably on the front cab doors, in letters large enough to read from twenty (20) feet away, approximately three (3) inches high. For company vehicles that are not on the authorized access list a vehicle placard will be issued. This placard must be returned to the point of entry or accounted for by another checkpoint.

<u>NOTE</u>: The time needed for the necessary checks of personnel/vehicles to enter this area can be as much as fifteen (15) minutes. There is **no fee** for this process.

- I. Perimeter Security Zones 2-9 (All areas Except Zone 1 inside the perimeter fence)
 - For personnel that do not have unescorted access authority (badged) to enter into the airport perimeter through a vehicle access point, i.e. one-time material delivery drivers, concrete delivery drivers, dump truck drivers, and vehicle drivers that work on daily terms, must be escorted by someone that does have unescorted access authority.
 - 2. All vehicles must be prominently marked with the name of the company, either stenciled/painted on or by a magnetic sign. This marking must be on both sides of the vehicle, preferably on the front cab doors, in letters large enough to read from twenty (20) feet away, approximately three (3) inches high.

NOTE (H & I): At the Airport's discretion, visual escort by qualified personnel may substitute for physical escort. Qualified personnel shall be Airport Contract Security provider; Airside or Landside Operations; Airport Maintenance; Airport Sheriff's Department; or Airport Public Safety & Security. This provision will be determined at or before the Pre-con meeting.

Table of Estimated Times for Security Items

Activity	Estimated time in person	Estimated time to completion				
MKE Company Registration Information & Authorization	30 minutes	7 days				
MKE Authorized Signatory Designation form	30 minutes	3 to 5 days (dependent upon authorized signers STA and CHRC results)				
Authorized Signer Training	15 minutes	15 minutes				
Criminal History Records Check (CHRC)	30 minutes	1 day				
Security Threat Assessment (STA)	30 minutes	3 days				
Security Video	60 minutes					
Driver's Training Video (if applicable)	45 minutes					
Total time to receive a Badge = 3 to 7 business days (estimated)						

List of Acceptable Documents

List A OR List B AND List C

Documents that Establish Both Identity and Employment Eligibility

- U.S. Passport (unexpired or expired)
- 2. Certificate of U.S. Citizenship (USCIS Form N-560 or N-561)
- 3. Certificate of Naturalization (USCIS Form N-550 or N-570)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551)
- 6. Unexpired Temporary Resident Card (USCIS Form I-688)
- 7. Unexpired Employment Authorization Card (USCIS Form I-688A)
- 8. Unexpired Reentry Permit (USCIS Form I-327)
- Unexpired Refugee Travel Document (USCIS Form I-571)
- Unexpired Employment
 Authorization Document
 issued by USCIS that contains a photograph

Documents that Establish Identity

- Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
- ID card issued by Federal, State, or local government agency or entity provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
- 3. School ID card with a photograph
- 4. Voter's registration card
- 5. U.S. Military card or draft record
- 6. Military dependent's ID card
- 7. U.S. Coast Guard Merchant Mariner Card
- 8. Native American tribal document
- 9. Driver's license issued by a Canadian government authority

For persons under the age of 18 who are unable to present a document listed above

- 1. School record or report card
- 2. Clinic, doctor, or hospital record
- 3. Day-care or nursery school record

Documents that Establish Employment Eligibility

- Social Security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
- Certification of Birth Abroad Issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a State, county, municipal authority, or outlying possession of the United States bearing an official seal
- 4. Native American tribal document
- 5. U.S. Citizen ID Card (USCIS Form I-197)
- 6. ID Card for use of Resident Citizen in the United States (USCIS Form I-179)
- 7. Unexpired employment authorization document issued by USCIS (other than those listed under List A)

NOTE: The applicant can present one item from Column A, OR, if they do not have an item from Column A, they must present one item from Column B AND one item from Column C

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

SECTION 01 35 43.13 ENVIRONMENTAL PROCEDURES FOR HAZARDOUS MATERIALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Hazardous Substance
- B. Emergency Response and Reports
- C. Asbestos Containing Roofing or Resilient Flooring Materials

1.2 REFERENCES

- Chapter HSS 159 of the State of Wisconsin, Department of Health and Social Services.
- B. Federal Regulations 40 C.F.R. Part 61 National Emission Standards for Hazardous Air Pollutants: Asbestos (NESHAP).
- C. Occupational Safety and Health Act (OSHA) 29 C.F.R. 1910 through 1926 Asbestos.

1.3 HAZARDOUS SUBSTANCE - ASBESTOS

- A. Airborne asbestos fibers and similar dust have been determined to be hazardous to health.
- B. Contractor's attention is directed to OSHA, Part 1926.58 Asbestos which has been incorporated into Wisconsin Administrative Building Code and identified as Ind. 1910.0-3a; compliance with applicable provisions is Contractor's responsibility.
- C. Contractor shall assume full responsibility and liability for compliance with the appropriate Federal, State and local regulations pertaining to work practices, hauling, disposal and worker protection. Contractor shall hold the Owner harmless for failure to comply with any applicable work practices, hauling, disposal or worker protection measures or other regulation on the part of Owners employees, or subcontractors.

Contractor shall also abide by all the following requirements as appropriate for asbestos abatement, hauling or disposal:

Federal

OSHA, DOT, EPA

State of Wisconsin

WDNR

WDHS

Local Requirement

Milwaukee Code of Ordinances 66-10 & 66-12.

Standards-Which apply to abatement work American Society for Testing and Materials (ASTM) American National Standards Institute (ANSI)

1.4 EMERGENCY RESPONSE AND CHEMICAL REPORTS

- A. File Wisconsin Construction Site Emergency Response and Hazardous Chemical Reports and pay related fees in accordance with rules of the State Emergency Response Board (SERB), if required.
- 1.5 ASBESTOS-CONTAINING ROOFING OR RESILIENT FLOORING MATERIALS REMOVAL
 - A. All personnel shall have current Wisconsin HSS 159 certification.
 - B. Contractor shall remove and dispose of asbestos containing materials for work in compliance with 40 C.F.R. 61 NESHAP.
 - C. Follow waste disposal applicable regulations. Submit copy of landfill receipt to Owner before final payment.
 - D. Contractor shall obtain and maintain all permits and licenses as required. Send written notifications as required by State and Local regulations.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 35 46 INDOOR AIR QUALITY PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - Construction indoor air quality (IAQ) management plan.
 - a. Control of emissions during construction.
 - b. Moisture control during construction.
 - HVAC air filters.
 - 3. Building flush-out.
- B. Related Sections:
 - 1. Section 01 30 00 Administrative Requirements.
 - 2. Section 01 33 00 Submittal Procedures.
 - 3. Section 01 40 00 Quality Requirements.
 - 4. Section 01 50 00 Temporary Facilities and Controls.

1.2 REFERENCES

- A. American Society of Heating, Refrigerating & Air Conditioning Engineers.
 - ASHRAE 52.2 Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.
- B. Sheet Metal and Air Conditioning National Contractors Association.
 - SMACNA IAQ Guideline for Occupied Buildings under Construction, Chapter 3: Control Measures.
- C. US Environmental Protection Agency:
 - EPA 600-4-90-010 Compendium of Methods for the Determination of Air Pollutants in Indoor Air.

1.3 DEFINITIONS

- A. Definitions pertaining to sustainable development: As defined in ASTM E2114.
- B. Adequate ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of particulates, dust, fumes, vapors, or gases.
- C. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Throughout this specification, hazardous material includes hazardous chemicals.
 - 1. Hazardous materials include: pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).
- D. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.

- E. Interior final finishes: Materials and products that will be exposed at interior, occupied spaces; including flooring, wallcovering, finish carpentry, and ceilings.
- F. Packaged dry products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging; including carpets, resilient flooring, ceiling tiles, and insulation.
- G. Wet products: Materials and products installed in wet form, including paints, sealants, adhesives, special coatings, and other materials which require curing.

1.4 PLAN REQUIREMENTS

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Architect to discuss the proposed IAQ Management Plan and to develop mutual understanding relative to details of environmental protection.
- B. Develop and implement construction IAQ management plan in accordance with SMACNA IAQ Guidelines as approved by Architect.

C. Intent:

- Prevent indoor air quality problems resulting from the construction and renovation process.
- 2. Protect HVAC system during construction and renovation, control pollutant sources and interrupt contamination pathways.

1.5 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit description and performance data for filters, including MERV ratings.
- C. Construction Plan: Submit (not less than 3 days before the Pre-construction meeting) construction IAQ management plan describing methods and procedures for implementation and monitoring compliance.
 - Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.

1.6 CONSTRUCTION IAQ MANAGEMENT PLAN

- A. Implement Construction IAQ Management Plan at start of construction.
- B. Review Construction IAQ management plan at pre-construction meeting and progress meetings specified in Section 01 30 00.
- C. Distribute approved Construction IAQ Management Plan to subcontractors and others affected by Plan Requirements.
- D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- E. Address the following requirements in construction IAQ management plan:
 - Meet or exceed design approaches of SMACNA IAQ.
 - 2. Permitting adequate airing-out of new materials.
 - 3. Proper curing of concrete before covering.

- Avoidance of building occupancy while construction related pollutants are present.
- 5. Smoking inside the building.
- Dust control.
- Debris removal.

1.7 SEQUENCING

- A. Section 01 11 00 Summary of Work: Requirements for sequencing.
- B. Sequence material delivery and installation to avoid exposing insulation, carpeting, acoustical ceilings, gypsum board and other absorptive materials to contamination and moisture.
 - 1. Enclose building before storing and installing moisture sensitive products within building under construction.

PART 2 PRODUCTS

2.1 HVAC AIR FILTERS

- A. Return Filters: Filtration media rated for minimum efficiency reporting value (MERV) when tested in accordance with ASHRAE 52.2.
 - 1. Construction Return Filters: MERV of 8, minimum.
 - 2. Flush-Out Return Filters: MERV of 8, minimum.
 - 3. Permanent Filters: As specified in Division 15 or 23.
- B. Supply Filters: As specified in Division 15 or 23.

PART 3 EXECUTION

3.1 IAQ MANAGEMENT - EMISSIONS CONTROL

- During construction operations, follow the recommendations in SMACNA IAQ Guidelines for Occupied Buildings under Construction.
- B. HVAC Protection:
 - 1. Seal return registers during construction operations.
 - 2. Provide temporary exhaust during construction operations
 - 3. To the greatest extent possible, isolate and/or shut down the return side of the HVAC system during construction. When ventilation system must be operational during construction activities, provide temporary filters.
- C. Source Control: Provide low and zero VOC materials as specified.
- D. Pathway Interruption: Isolate areas of work as necessary to prevent contamination of clean or occupied spaces. Provide pressure differentials and/or physical barriers to protect clean or occupied spaces.
- E. Housekeeping: During construction, maintain project and building products and systems to prevent contamination of building spaces.
- F. Temporary Ventilation: Provide an ACH (air changes per hour) of 1.5 or more and as follows:
 - 1. Provide minimum 48 hour pre-ventilation of packaged dry products prior to installation. Remove from packaging and ventilate in a secure, dry, well-ventilated space free from strong contaminant sources and residues. Provide a

- temperature range of 60 degrees F minimum to 90 degree F maximum continuously during the ventilation period. Do not ventilate within limits of Work unless otherwise approved by Architect.
- 2. Provide adequate ventilation during and after installation of interior wet products and interior final finishes.
- Provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8
 as determined by ASHRAE 52.2 during construction and during Owner
 occupancy. Coordinate with work of Division 23, Heating Ventilating and Air
 Conditioning (HVAC).
- G. Scheduling: Schedule construction operations involving wet products prior to packaged dry products to the greatest extent possible.
- H. Flush-Out: After construction ends, prior to occupancy and with all interior finishes installed, operate HVAC air system to supply minimum until 3,500 cf/sf floor area total outdoor air volume to spaces before occupancy is permitted.

3.2 IAQ MANAGEMENT - MOISTURE CONTROL

A. Housekeeping:

- Keep materials dry. Protect stored on-site and installed absorptive materials from moisture damage.
- 2. Verify that installed materials and products are dry prior to sealing and weatherproofing the building envelope.
- Install interior absorptive materials only after building envelope is sealed and weatherproofed.
- B. Inspections: Document and report results of inspections; state whether of not inspections indicate satisfactory conditions.
 - Examine materials for dampness as they arrive. If acceptable to Architect/Owner, dry damp materials completely prior to installation; otherwise, reject materials that arrive damp.
 - Examine materials for mold as they arrive and reject materials that arrive contaminated with mold.
 - Inspect stored and installed absorptive materials regularly for dampness and mold growth. Inspect weekly and after each rain event.
 - 4. Where stored on-site or installed absorptive materials become wet, notify Architect /Owner. Inspect for damage. If acceptable to Architect/Owner, dry completely prior to closing in assemblies; otherwise, remove and replace with new materials.
 - 5. Site drainage: Verify that final grades of site work and landscaping drain surface water and ground water away from the building.
 - Weather-proofing: Inspect moisture control materials as they are being installed. Include the following:
 - a. Air barrier: Verify air barrier is installed without punctures and/or other damage. Verify air barrier is sealed completely.
 - b. Flashing: Verify correct shingling of the flashing for roof, walls, windows, doors, and other penetrations.
 - c. Insulation layer: Verify insulation is installed without voids.
 - 7. Plumbing: Verify satisfactory pressure test of pipes and drains is performed before closing in and insulating lines.

C. Schedule:

1. Schedule work such that absorptive materials, including but not limited to porous insulations, paper-faced gypsum board, ceiling tile, and finish flooring, are not installed until they can be protected from rain and construction-related water.

2. Weather-proof as quickly as possible. Schedule installation of moisture-control materials, including but not limited to air barriers, flashing, exterior sealants and roofing, at the earliest possible time.

3.3 FILTER INSTALLATION AND REPLACEMENT

- A. Install construction return filter at each return grille before operating permanent air handlers during construction.
- B. Replace filters after completing construction and before conducting building flush-out.
 - 1. Replace construction return filters with flush-out return filters.
- C. Replace filters after completing construction and before occupancy.
 - 1. Replace construction return filters with permanent filters.

END OF SECTION

SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Mock-up requirements.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Detailed Scope of Work, request clarification from Owner or Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated in Detailed Scope of Work or Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of Job Order issue except where a specific date is established by code.
- Obtain copies of standards where required by product specification sections.
- Should specified reference standards conflict with Detailed Scope of Work or Contract Documents, request clarification from Owner or Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties nor responsibilities of parties in Contract or Architect/Engineer shall be altered from Detailed Scope of Work of Job Order or other Contract Documents by mention or inference otherwise in reference document.

1.5 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for remaining Work.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so by Architect/Engineer.

1.6 TESTING AND INSPECTION SERVICES

- A. Owner will pay for specified services of an independent firm to perform testing and inspection unless otherwise specified or indicated in Job Order documents.
- B. Testing, inspections and source quality control may occur on or off the project site.

 Perform off-site testing as required by the Architect/Engineer or the Owner.
 - 1. Imported soil and fill may require testing for contamination. These tests may include, but are not limited to, volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and metals.
- C. Reports will be submitted by the independent firm to the Architect/Engineer and Contractor and Owner indicating observations and results of tests and indicating compliance or non-compliance with Detailed Scope of Work or other Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - Notify Owner and independent firm prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Detailed Scope of Work or other Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by

Architect/Engineer or Owner. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Job Order Price.

H. Agency Responsibilities:

- 1. Test samples of mixes submitted by Contractor.
- 2. Provide qualified personnel at site. Cooperate with Architect/Engineer OR Owner and Contractor in performance of services.
- 3. Perform specified sampling and testing of products in accordance with specified standards.
- Ascertain compliance of materials and mixes with requirements of Contract Documents.
- 5. Promptly notify Architect/Engineer OR Owner and Contractor of observed irregularities or non-conformance of Work or products.
- 6. Perform additional tests required by Architect/Engineer OR Owner.
- 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit copies of report to Architect/Engineer OR Owner and to Contractor. When requested by Architect/Engineer OR Owner, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and specifications section.
 - 6. Location in the Job Order site.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.

J. Limits On Testing Authority:

- Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- 2. Agency or laboratory may not approve or accept portion of the Work.
- 3. Agency or laboratory may not assume duties of Contractor.
- 4. Agency or laboratory has no authority to stop Work.

1.7 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel test, adjust and balance of equipment.
- B. Submit qualifications of observer to Architect/Engineer or Owner. Observer subject to approval of Architect/Engineer or Owner.
- Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 33 00 SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.
- PART 2 PRODUCTS Not Used.
- PART 3 EXECUTION Not Used.

END OF SECTION

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Electricity.
 - 2. Lighting for construction purposes.
 - Water service.
 - 4. Cold Weather Protection
 - 5. Heating.
 - Cooling.
 - 7. Ventilation.
 - 8. Telephone and Facsimile service.
 - 9. Sanitary facilities.

B. Construction Facilities:

- 1. Field offices and sheds.
- 2. Project identification.
- 3. Vehicular access.
- 4. Traffic regulation.
- 5. Parking.
- 6. Progress cleaning and waste removal.

C. Temporary Controls:

- 1. Protection.
- 2. Barriers.
- 3. Fencing.
- 4. Enclosures
- 5. Security.
- 6. Water control.
- 7. Dust control.
- 8. Erosion and sediment control.
- 9. Prevent spread of invasive species.
- 10. Noise control.
- 11. Pest control.
- 12. Pollution control.
- 13. Rodent control.
- D. Removal of temporary utilities, facilities, and controls.

1.2 RELATED SECTIONS

- A. Section 01 35 13.13 Special Project Procedures for Airport Facilities.
- B. Section 01 74 19 Construction Waste Management and Disposal.
- C. Section 01 35 46 Indoor Air Quality Procedures.
- D. Section 01 70 00 Execution and Closeout Requirements.

1.3 PERFORMANCE

- A. General: Establish and initiate use of temporary facilities when required for proper performance of Work. Terminate use and remove facilities at earliest reasonable time when no longer needed.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be secure, safe, non-hazardous, sanitary, and protective of persons and property, and free of deleterious effects.
- C. Types of temporary security and protection provisions required include, but are not limited to, fire protection, barricades, warning signs/lights, sidewalk bridges, environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at Job Order Site.

1.4 ELECTRICITY

- A. Temporary electricity may be obtained from Owner approved existing 110-volt single-phase service. Do not disrupt continuous service. Exercise measures to conserve energy. Owner will pay cost of energy used from existing 110-volt service.
- B. Special circuits direct to mains of electrical panels for larger motors and equipment may be provided at expense of Contractor requiring them, providing special permission is obtained from Owner and installation is made as directed.
- C. Permanent convenience receptacles may be used during construction.
- D. When required for a Job Order, an Electrical Contractor shall furnish, install, maintain and remove after construction is complete a temporary power and lighting system adequate for construction of this project in accordance with OSHA Requirements for Construction Projects.
- E. Extend temporary system from existing building electrical system; include temporary branch circuits, outlets, lamps, and maintenance thereof, extended from existing panelboards adjacent to new construction area.
- F. Equip temporary lights with heavy-duty electric cords and lamp guards. Do not suspend from power supply cord unless designed for this use.
- G. Furnish one general purpose, 20 ampere, 120 volt, single-phase receptacle outlet with approved ground-fault circuit interrupter protection for every 1000 square foot of floor space.
- H. If power for motors or equipment requiring more than 20 ampere, 120 volt, single phase is required, obtain permission from Owner and make separate arrangements with Electrical Contractor for installation and related costs of same.
- I. Owner will pay the cost of energy used from 20 amp temporary power and lighting system services.
- J. Complement existing power service capacity and characteristics as required for construction operations.
- K. Provide power outlets, with branch wiring and distribution boxes as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.

- L. Provide [main service disconnect and over-current protection at convenient location.] [feeder switch at source distribution equipment.] [meter.]
- M. Permanent convenience receptacles may [not] be used during construction.
- N. Provide distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.5 LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations. Provide and maintain own lamps, cords and similar equipment.
- B. Temporary building lighting may be used during construction.
- C. If required for Job Order, Contractor will provide and maintain incandescent lighting for construction operations to achieve minimum lighting level of 2 watt/sq. ft.
- D. Provide and maintain 1 watt/sq. ft. lighting to exterior staging and storage areas [entire site] after dark for security purposes.
- E. Provide and maintain 0.25 watt/sq. ft H.I.D. lighting to interior work areas after dark for security purposes.
- F. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- G. Maintain lighting and provide routine repairs. Permanent building lighting may be used during construction unless otherwise directed by Owner.

1.6 WATER SERVICE

- A. If required for a Job Order, immediately after Notice to Proceed, Plumbing Contractor shall install 3/4-inch hose bibbs located where directed for use of contractors. Permanent existing cold water risers may be used for temporary service. Provide on each floor.
- B. Plumbing Contractor shall maintain installation and remove it when directed by Architect. General Contractor shall provide necessary patching of surfaces after such temporary service is removed.
- C. Contractors shall prevent waste of water and maintain valves and connections in perfect condition. Each Contractor shall provide protection around hose bibbs to eliminate water spillage on floor.
- D. Owner will pay cost of water used.
- E. If required for a Job Order, Owner will designate existing service for use. Installation and removal of special fittings or connections shall be by Contractor requiring them.

F. If applicable to the Job Order, each Contractor requiring water for drinking and construction purposes shall provide own water. There is a fire hydrant in area that may be used; do not waste water and maintain area.

1.7 COLD WEATHER PROTECTION

- A. Heating and covering required to protect structures and material from injury due to freezing and precipitation during construction period shall be classified as "Cold Weather Protection."
- B. Protection required for General Contractor's Work as related to progress of Work shall be provided by General Contractor up to time of substantial completion.
- C. Fuel cost for General Contractor's requirements shall be borne by General Contractor.
- D. Other Contractors requiring heat and protection other than that provided by General Contractor shall provide own heat and protection in accordance with stated requirements.
- E. Electrical power may not be used as a source of heat for heating units unless paid for by Contractor from an acceptable power source installed by Contractor requiring power.
- F. Portable Units: Do not use temporary units that may damage materials. Stoves, salamanders, tar pots, etc., are prohibited. Temporary heating devices shall be substantially constructed, in good operating condition, not readily overturned, and restricted to electricity, oil or gas as fuel. Provide means of venting units as required.
- G. General Contractor shall base bid on providing temporary heating for "cold weather protection" from time building is enclosed until substantial completion. Heating shall be as required to maintain temperatures as specified in various Sections of the Specifications where work is being conducted, or as regularly required for particular work, but not less than 40 degrees F.
- H. If temperatures maintained by General Contractor for Work are not sufficient for other Prime Contractors to perform Work then other Prime Contractors shall provide temporary units as required.
- Building shall be considered as enclosed when it is roofed and has such protection at doorways and other openings as will provide reasonable heat retention. See Section on Temporary Enclosures.

1.8 HEATING

- A. Heating and Ventilating Contractor shall remodel as required and maintain existing heating system in operation until new heating system is in operation, so that building temperature of minimum 50 degrees F. is maintained.
- B. If temporary heat is required for building construction after permanent heating system is installed, supply heating from permanent installation; such use shall not shorten warranty period.

- C. Heating and Ventilating Contractor shall supervise and be responsible for operation of heating and ventilating systems as required by weather and building conditions during regular working hours. Supervision shall include periodic checking of operation each night during week and during day and night on Saturdays, Sundays and Holidays as long as temporary heating is required.
- D. Heating and Ventilating Contractor will be held responsible and pay for damages incurred to construction owing to freezing interior temperatures during temporary heating period because of heating units.
- E. Owner will pay for energy consumed for specified use of existing heating units and from new heating system.
- F. Existing facilities may be used.

1.9 COOLING

A. Contractor will provide cooling devices and cooling as needed to maintain specified conditions for construction operations.

1.10 VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Use existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.11 TELEPHONE AND FACSIMILE SERVICE

- A. Temporary telephone and facsimile (fax) services are at Contractor's option and expense.
- B. Do not use Owner's telephones in existing building. Owner will not convey messages or call people to telephone.

1.12 SANITARY FACILITIES

- A. Owner will designate toilet facilities that can be used by workers employed on Project. Maintain in a clean and sanitary condition.
- B. Keep temporary toilet area in sanitary condition and properly supplied with toilet paper until completion of project.
- C. Toilet facilities in project area may be used during construction and shall be maintained and cleaned by General Contractor.
- D. See Section 1926.51 of OSHA Safety and Health Regulations for Contractor.
- E. Owner will maintain facilities.

1.13 FIELD OFFICES AND SHEDS

A. If required for Job Order, designated existing spaces may be used for field offices and for storage.

1.14 PROJECT IDENTIFICATION

A. No individual advertising signs, plaques, or credits, temporary or permanent, will be permitted on building or about premises except name of respective contractor painted on own portable office or material shed.

1.15 VEHICULAR ACCESS

- A. Construct temporary [all-weather] access roads from public thoroughfares to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.
- D. Location as indicated on Detailed Scope of Work and Drawings approved by Owner.
- E. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering streets.
- H. Use existing on-site roads for construction traffic.

1.16 TRAFFIC REGULATION

- A. Signs, Signals, And Devices:
 - 1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction.
 - 2. [Automatic] Traffic Control Signals: As approved by local jurisdictions.
 - 3. Traffic Cones and Drums, Flares and Lights: As approved by authority having jurisdiction.
 - 4. Flagperson Equipment: As required by authority having jurisdiction.
 - 5. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- B. Flares And Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

C. Haul Routes:

 Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

1.17 PARKING

A. Depending on the Job Order, Owner may provide spaces for parking for Contractors, subcontractors, and workers. Spaces will be as directed by Owner; use no other areas for parking. Contractors shall inform personnel on parking of cars.

1.18 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.19 PROTECTION

A. General Contractor shall:

- Provide, erect and maintain barricades, warning signs and guards as necessary
 for protection of material storage, drives, and adjoining property, public and
 building. Use caution to protect persons against injury resulting from job
 operations, movement of materials and standing equipment.
- Protect surrounding areas and materials when welding, flame cutting or other
 operations requiring the use of flame, arcs or sparking devices that are
 necessary in course of Work. Owner's approval is required before welding, flame
 cutting or arc or spark devices are used.
- 3. Protect drives, pavement, curbs, taxi-ways, and aprons from damage. Provide guards and covering. Damaged work shall be repaired or replaced at Contractor's expense.
- 4. Weather Protection: Provide protection against rain, snow, wind, ice, storms or heat so as to maintain work, materials, apparatus and fixtures free from injury or damage. At end of day's work, cover new work likely to be damaged. Remove snow, ice as necessary for safety and proper execution of work.
- Provide protection for lawn and landscaping. Provide guards and covering. Damaged landscaping shall be replaced at Contractor's expense. Replace damaged lawn with sod.
- B. Prime Contractor shall provide, erect and maintain barricades, warning signs, construction ribbons and guards as necessary for protection of persons and property. Use caution to protect persons against injury resulting from job operations and standing equipment and materials. Protect drives, pavement, curbs, and landscaping from damage.
- C. Protect trees and shrubs in construction area that are to remain in place, and maintain boxing, until finish grading is completed. Contractor's account will be charged \$100.00 per caliper inch for trees damaged or destroyed and shrubs shall be replaced with same species. Determination of level of damage will be by Owner's Landscape

Architect or Arborist.

- D. Water Protection: Each Prime Contractor shall protect building from damage from rain water, ground water, backing up of drains and other water. Provide equipment and enclosures to provide this protection.
- E. Contractors not covered under General Contractor's Work: Protect own materials, work and equipment not normally covered by above protection. Protect work of other trades against damage when performing work.

1.20 BARRIERS

- A. If applicable to the Job Order, provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.21 FENCING

- A. If applicable to the Job Order, General Construction Contractor shall provide a four (4) foot high fence around construction site equipped with vehicular and pedestrian gate.
- B. Construction: Fence may be commercial grade chain link OR solid wood painted OR heavy duty reinforced plastic complete with posts and gates if required in the Detailed Scope of Work of the Job Order.

1.22 ENCLOSURES

- A. Provide temporary weather tight and insulated closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry and exit of unauthorized persons. Provide access doors with self-closing hardware and locks.
- B. Provide temporary roofing as specified in the Detailed Scope of Work and/or other Contract Documents.
- C. If applicable to the Job Order, Contractor shall provide temporary partitions and ceilings to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
- D. Construction: Framing and reinforced polyethylene or plywood or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces according to the following specs unless otherwise stated in Detailed Scope of Work.
 - 1. Insulated to R rating as required for the scope of work.
 - 2. STC rating of 35.
 - 3. Maximum flame spread rating of 75.

4. Paint surfaces exposed to view from Owner occupied areas.

1.23 SECURITY

A. Security Program:

- Protect Work and existing premises from theft, vandalism, and unauthorized entry.
- Initiate program [in coordination with Owner's existing security system] at project mobilization.
- 3. Maintain program throughout construction period or as directed by Owner.

B. Entry Control:

- 1. Restrict entrance of persons and vehicles into Project site [and existing facilities].
- 2. Allow entrance only to authorized persons with proper identification.
- 3. Maintain log of workers and visitors, make available to Owner on request.

C. Restrictions:

- Do not allow cameras on site or photographs taken except by written approval of Owner.
- 2. Do not work on Sundays or other days stated in the Detailed Scope of Work.
- D. Provide security and facilities to protect Work, existing facilities, and Owner's operations. Watchman will not be provided by Owner.

1.24 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.25 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.26 EROSION AND SEDIMENT CONTROL

- A. Use Wisconsin Department of Natural Resources Construction Site Best Management Practices Handbook recommendations for controls of erosion and sediment.
- B. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- C. Minimize surface area of bare soil exposed at one time.
- D. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow. Provide filter fabric fences for erosion control.
- Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

F. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.27 PREVENT SPREAD OF INVASIVE SPECIES

- A. Contractor shall provide WDNR best management practices for preventing the spread of invasive species prior to receiving approval to transport equipment to the work site. One of the reviewers must be the Milwaukee County Parks Department staff if activities are performed on County parkland or adjacent to County parkland.
- B. Prior to moving tools and equipment onto and off of an activity area; scrape, brush or wash all soil and debris from exterior surfaces, to minimize the risk of transporting non-native and invasive plant material, pathogens, and invertebrates. Methods of cleaning include any one of or a combination of the following, but are not limited to: (use most effective method)
 - 1. Brush, broom, or other hand tools (used without water)
 - 2. Power washer
 - Car washes
 - 4. High pressure air (some equipment may have air tank, leaf blower)
 - 5. Steam cleaning
 - 6. Portable wash station that contains runoff from washing equipment
- C. Containment and disposal must be in compliance with wastewater discharge regulations. More information can be found on the DNR website –http://dnr.wi.gov Keyword: "nondomestic wastewater".
- D. If construction mats are used ensure they are free of invasives (particular consideration if using timber mats) before arriving on site and clean as with other equipment when moving. Properly treat or dispose of invasive species, or any materials that may harbor invasive species.
- E. Prevent spreading seeds and other propagules from infested to non-infested areas during activities.
- F. Contractor shall provide all mitigation necessary for non-compliance in prevention of the spread of invasive species.
- G. Contractor shall cover 100% of the removal and restoration costs for introducing any invasive specie(s) that was not observed on site by Parks Department staff prior to construction. This covers the construction period and up to one-year after project completion.

1.28 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.29 PEST CONTROL

A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work and entering facility.

1.30 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of local and federal agencies.

1.31 RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- PART 2 PRODUCTS Not Used.

PART 3 EXECUTION

- 3.1 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS
 - A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
 - B. Clean and repair damage caused by installation or use of temporary work.
 - C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
 - D. Grade site as indicated on Detailed Scope of Work and Drawings of each Job Order.

END OF SECTION

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Provide products of qualified manufacturers suitable for intended use. Provide products of each type by a single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer or components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- Products Specified by Reference Standards or by Description Only: Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Owner retains absolute right to approve or reject substitution.
- B. In case of difference in price, Owner shall receive benefits of difference in cost, with Price Proposal being adjusted by Supplemental Job Order to reflect credit to Owner.
- PART 2 PRODUCTS Not Used.
- PART 3 EXECUTION Not Used.

END OF SECTION

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Field Engineering
- B. Closeout procedures
- C. Protecting installed construction.
- D. Project record documents
- E. Operation and maintenance data
- F. Product Warranties.
- G. Extra stock and maintenance Materials.
- H. Starting of systems
- I. Demonstration and instructions.
- J. Examination
- K. Preparation
- L. Cutting and Patching
- M. Alteration Procedures
- N. Final Construction Cleaning

1.2 RELATED SECTIONS

A. Section 01 33 00 - Submittal Procedures

1.3 FIELD ENGINEERING

- A. Owner will locate control and reference points. Control datum for survey is that shown on Drawings. Contractor shall protect control and reference points. Verify set-backs and easements. Contractor is responsible for verifying, supplementing, and maintaining the project control.
- B. Owner will locate and layout major site improvements including pavements; stakes for grading at 50 foot intervals and grade breaks, utility locations and invert elevations as shown on the bid documents.
- C. Contractor shall request Owner furnish line and grade stakes not less than 2 days, nor more than 5 days, before they are required.
- D. Contractor shall provide owner a construction staking plan/survey request at or before the pre-construction meeting. Plan shall summarize key personnel, extent of the construction staking desired, approximate survey schedule, contractor supplemental staking, and overall construction staking parameters.

- E. Contractor shall maintain all Owner supplied project survey, layout, and off-set grade stakes. Contractor shall be responsible for protection and preservation of such survey stakes. Replacement of lost or removed survey staking/monumentation shall be at contractor's sole expense at no additional cost to Owner.
- F. Resetting of stakes having previously been set at request of Contractor shall be charged to Contractor by Owner and deducted from final payment.
- G. Contractor shall lay out work and be responsible for lines, elevations, measurements, and other work executed under Contract.
- H. Verify amounts, locations, lines, dimensions, and elevations.
- I. Confirm drawing dimensions and elevations. Drawings show relationship of new work to existing; lines, and new work shall tie into existing.
- J. Owner will provide AutoCAD Civil 3d design and existing digital files upon request after the contractor is awarded the notice to proceed. The Owner assumes no responsibility for discrepancies between the data provided and the contract documents. Contractor shall verify digital files match the grades, geometrics, and other information as shown in the construction documents. Contract bid documents shall govern digital files. In some cases, the Contractor may need to generate a construction model in specific/special areas to use the files accurately for Automated Machine Guidance (AMG). Standard digital files the owner will provide if available are AutoCAD geometric linework, centerline alignment and profile, proposed and existing surfaces.
- K. The contractor may use Automated Machine Guidance (AMG). AMG must conform to the contract tolerances and accepted industry standards. At any point AMG is out of tolerances or is producing unacceptable results, conventional staking methods shall be used. Out of tolerance would be subgrade not within +/- 0.04 feet, base not within +/-0.04 feet and concrete not within +/- 0.02 feet. Owner will perform construction checks to ensure contractor methods are meeting necessary tolerances.

1.4 CLOSEOUT PROCEDURES

- A. Submit written certification that work order is complete in accordance with Owner's requirements and ready for Owner's inspection.
- B. Work Order Submittals: Provide following when requested:
 - 1. Project Record Drawings if applicable to the Job Order.
 - 2. Operation and Maintenance Manuals.
 - Warranties and Bonds.
 - 4. Extra Stock and Maintenance Manuals.
 - 5. Keys and Keying Schedule.
- C. Provide submittals to Owner required by governing and other authorities.
- D. When Owner approves Work, submit final Application for Payment identifying total work order, previous payments, and sum remaining due.
- E. Reinspection Fees: Should status of completion of Work require reinspection by Architect/Engineer due to failure of Work to comply with the Detailed Scope of Work of a Job Order, Owner may deduct amount of reinspection services from final payment.

1.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.
- G. Repair and Replacement of Walks, Drives, Curbs and Landscaping:
 - Each Prime Contractor shall police own subcontractors, suppliers and transport companies and caution them against carelessness in storage and handling of materials, equipment and trucking to prevent damage to existing and/or new work. In event of damage, Prime Contractor shall repair or replace and exact payment from the parties responsible for damage.
- H. Repair work outside of property line in accordance with requirements of authority having jurisdiction.

1.6 PROJECT RECORD DOCUMENTS

- A. When requested by Owner, maintain one set of record documents including the following; record actual Work done.
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Job Orders (including Detailed Scopes of Work, Requests for Proposals, Job Order Proposals and any Supplemental Job Orders.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finished floor datum.
 - 2. Measured horizontal and vertical locations of utilities and appurtenances; reference to permanent visible construction.
 - 3. Field dimensions and detail.

1.7 OPERATION AND MAINTENANCE DATA

- A. Submit text pages and data bound in 8-1/2 inch x 11 inch three ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required. Place this same information on Binder spine.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Provide drawings with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- Contents: Prepare Table of Contents for each volume, with each product or system description identified.
 - List names, addresses, and telephone numbers of Contractor and major equipment suppliers.
 - 2. Operation and maintenance instructions, arranged by system and subdivided. Identify names, addresses, and telephone numbers of suppliers. Identify following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts listed for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- F. Submit three (3) hard copy sets and one (1) electronic (pdf) set of operation and maintenance data, before final payment.

1.8 WARRANTIES

- A. Identify Warranty with Work Order, name and address of Contractor furnishing warranty, material or installation requiring warranty and date warranty takes effect, as established in Certificate of Substantial Completion.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Submit one copy of warranty to Owner.

1.9 EXTRA STOCK AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities requested by Owner and useable materials left over.
- B. Deliver to place as directed, obtain receipt prior to final payment.

1.10 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Owner 7 days prior to start-up of each item.

- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative if required by the Job Order or other Contract Documents. Unless otherwise noted in Job Order, Technical Specifications or other Contract Documents execute start-up under supervision of Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation before start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01 33 00 that equipment or system has been properly installed and is functioning correctly.

1.11 DEMONSTRATION AND INSTRUCTIONS

A. If requested by Owner or included in the Detailed Scope of Work must demonstrate operation and maintenance of products to Owner's personnel before date of final inspection.

1.12 INTENTIONALLY DELETED

PART 2 PRODUCTS

2.1 MATERIALS FOR PATCHING

A. Materials shall match existing. Verify.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces before applying next material or substance.
- B. Seal cracks or openings of substrate before applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner before applying new material or substance in contact or bond.

3.3 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete works and to:
 - 1. Fit the several parts together to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Provide openings for penetrations of Work by others.
- D. Execute work by methods to avoid damage to other work and provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Maintain integrity of wall, ceiling, or floor construction.
- H. Refinish surfaces to match adjacent finishes.

3.4 ALTERATION PROCEDURES

- A. Materials: Match existing Products and work for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- D. Remove, cut, and patch Work in a manner to minimize damage and to restore Products and finishes to original condition.
- E. Refinish existing visible surfaces to remain with a neat transition to adjacent finishes.
- F. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- G. Patch or replace existing surfaces that are damaged.

3.5 FINAL CONSTRUCTION CLEANING

Execute cleaning of Work before inspection for final payment.

- B. Use materials which will not create hazards to health or property, and which will not damage surfaces. Materials and methods used for cleaning shall be as recommended by manufacturer of material being cleaned.
- C. Final cleaning of work, as applicable, shall not be limited to following:
 - 1. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted surfaces, mop resilient flooring and sweep concrete.
 - 2. Clean equipment and fixtures to a sanitary condition. Remove excess lubrication.
 - 3. Clean finishes free of dust, stains, films and other foreign substances.
 - 4. Clean light fixtures and lamps.
 - 5. Clean or Replace filters of operating equipment as needed.
 - 6. Remove waste, foreign matter, and debris from roofs, gutters, downspouts, area ways, and drainage systems.
 - 7. Clean site; remove foreign substances and sweep paved areas, rake clean landscaped surfaces.
 - 8. Remove waste and surplus materials, rubbish, and construction facilities from building and site.
 - 9. Remove temporary protection and labels not required to remain.
- D. If Contractor does not remove rubbish and clean project site as specified above, Owner reserves right to have work done by others at Contractor's expense.

END OF SECTION

SECTION 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Section Includes:

- 1. Construction waste management plan.
- Construction waste recycling.
- 3. Construction waste adaptive reuse.

B. Related Sections:

- 1. Section 01 30 00 Administrative Requirements.
- 2. Section 01 33 00 Submittal Procedures.
- 3. Section 01 50 00 Temporary Facilities and Controls.

C. Related Documents

1. Construction Waste Management and Disposal Appendix and Forms.

1.2 REFERENCES

A. ASTM International:

 ASTM E1609 - Standard Guide for Development and Implementation of a Pollution Prevention Program.

1.3 PLAN REQUIREMENTS

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct a meeting with the Owner and Architect to discuss the proposed Construction Waste Management Plan and to develop a mutual understanding regarding details of environmental protection.
 - 1. Develop and implement construction waste management plan in accordance with ASTM E1609 and as approved by Architect.
 - 2. The Contractor shall develop a Construction Waste Management Plan and submit with the Job Order Proposal. The Owner and the Architect will furnish the Contractor with information that will assist in the development of the Construction Waste Management Plan. Submit the Construction Waste Management Plan to the Architect for approval prior to implementing the Plan.

B. Intent:

- 1. The purpose of the Construction Waste Management Plan is to identify construction waste reduction goals, identify targeted materials, and explain specific waste reduction actions to be taken, by whom, and when.
- 2. Divert construction, demolition, and land clearing debris from landfill disposal.
- 3. Redirect recyclable material back to manufacturing process.
- 4. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.4 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Construction Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
 - Transportation company hauling construction waste to waste processing facilities.

- Recycling and adaptive reuse processing facilities and waste type each facility will accept.
- 3. Construction waste materials anticipated for recycling and adaptive reuse.
- 4. On site sorting and site storage methods.
- C. Application for Payments: With each Application for Payment, the Contractor shall submit a Summary of Waste generated by the Project. Failure to submit this information shall render the Application for Payment void, thereby delaying the Progress Payment. The Summary of Waste shall contain the following information:
 - The amount (in tons and/or cubic yards) of material landfilled from the Project, the identity of the landfill, and the related disposal cost. Include corresponding manifests, weight tickets, receipts, and invoices.
 - For each material recycled from the Project, the amount (in tons and/or cubic yards), the date removed from the Project site, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of recycling. Include corresponding manifests, weight tickets, receipts, and invoices.
- Submit documentation prior to Substantial Completion substantiating construction waste management plan was maintained and goals were achieved (see 01 74 19 – Summary Form)
 - Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
 - 2. Salvaged Material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal. Also include reimbursements due to salvage resale.
 - Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.5 CLOSEOUT SUBMITTALS

- Section 01 70 00 Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Submit completed Summary of Solid Waste Disposal and Diversion Form indicating diverted waste quantity, total waste quantity and percentage of waste diverted from landfills.
 - Final construction waste management evaluation form: Provide a completed Summary of Solid Waste Disposal and Diversion Form with final payment application at Project completion for the purpose of summarizing how successfully goals were met, the methods worthy to retain or disregard, and to make suggestions for improvements to the Construction Waste Management Program.

1.6 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Construction Waste Landfill Diversion: Minimum 50 percent by weight of construction waste materials for duration of Project through resale, recycling, or adaptive reuse.
- B. Implement construction waste management plan at start of construction.
- C. Review construction waste management plan at pre-construction meeting and progress meetings specified in Section 01 30 00.
- D. Distribute approved construction waste management plan to subcontractors and others affected by Plan Requirements.

- E. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- F. Purchase Products to prevent waste by:
 - 1. Ensuring correct quantity of each material is delivered to site.
 - 2. Choosing products with minimal or no packaging.
 - 3. Requiring suppliers to use returnable pallets or containers.
 - 4. Requiring suppliers to take or buy-back rejected or unused items.

1.7 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center. Dispose non-recyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- D. Materials suggested for recycling include:
 - 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
 - 2. Recyclable plastics.
 - 3. Organic plant debris.
 - 4. Earth materials.
 - 5. Native stone and granular fill.
 - 6. Asphalt and concrete paving.
 - 7. Wood with and without embedded nails and staples.
 - 8. Glass, clear and colored types.
 - 9. Metals.
 - 10. Gypsum products.
 - 11. Acoustical ceiling tile.
 - 12. Carpet.
 - 13. Equipment oil.

1.8 CONSTRUCTION WASTE ADAPTIVE RE-USE

- A. Arrange with processing facility for salvage of construction material and processing for reuse. Do not reuse construction materials on site except as accepted by Owner/Architect/Engineer.
- B. Materials suggested for adaptive reuse include:
 - 1. Concrete and crushed concrete.
 - 2. Masonry units.
 - 3. Lumber suitable for re-sawing or refinishing.
 - 4. Casework and millwork.
 - 5. Doors and door frames.
 - 6. Windows.
 - 7. Window glass and insulating glass units.
 - 8. Hardware.
 - 9. Acoustical ceiling tile.
 - 10. Equipment and appliances.
 - 11. Fluorescent light fixtures and lamps.

1.9 ALTERNATIVE SUBMITTALS

- A. As an alternate to transmitting a written Waste Management Plan and periodic written Summary of Waste to the Owner, at the Contractor's option, the Contractor may prepare and submit these reports using a web-based application.
- B. If using a web-based application, Contractor shall update the website with the following information, prior to or concurrent with each Application for Payment:
 - 1. Reuse/Recycling (diversion) goal.
 - 2. Quantity of each material reused, recycled or trash in tons and cubic yards.
 - 3. Actual diversion rate. (Total quantity of waste recovered (reused plus recycled) divided by total waste generated.)

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION

SECTION 01 74 19 - APPENDIX CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section specifies administrative and procedural requirements for the evaluation of recycling operations.

1.3 DEFINITIONS

- A. <u>Clean</u>: Untreated and unpainted; not contaminated with oils, solvents, sealant (caulk), or the like.
- B. <u>Construction and Demolition Waste</u>: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. <u>Construction Waste Management Plan:</u> A project-related plan for the collection, transportation, and disposal of waste generated at the construction site. The purpose of the plan is to reduce the amount of material being landfilled.
- D. <u>Hazardous:</u> Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity.
- E. <u>Landfill Tipping Fees:</u> Monies paid for burying non-recyclable waste in the landfills.
- F. <u>Nonhazardous:</u> Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity.
- G. <u>Nontoxic:</u> Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- H. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse.
- Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse.
- J. <u>Recycling:</u> The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- K. Return: To give back reusable items or unused products to vendors for credit.
- L. Reuse: To reuse a construction waste material in some manner on the Project site.
- M. <u>Scrap Revenue:</u> Monies received by the hauler for recyclable materials.
- N. <u>Sediment:</u> Soil and other debris that has been eroded and transported by storm, or well production runoff water.
- O. Trash: A product or material unable to be reused, returned, recycled, or salvaged.

- P. <u>Volatile Organic Compounds (VOCs)</u>: Chemical compounds common in and emitted by many building products over time through outgassing: Solvents in paints and other coatings, wood preservatives, strippers and household cleaners, adhesives in particleboard, fiberboard, and some plywoods, and foam insulation. When released, VOCs can contribute to the formation of smog and can cause respiratory tract problems, headaches, eye irritations, nausea, and damage to the liver, kidneys, and central nervous system, and possibly cancer.
- Q. <u>Waste:</u> Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.4 RECYCLING SERVICES AND EQUIPMENT

A. Recycling Service Options

- Identify businesses that provide recycling services, determine which recycling services hauler(s) can provide, and identify other organizations that provide recycling or waste reduction services, such as education and documentation.
- 2. Option No. 1: Hire A Full-Service Recycling Contractor
 - a. Many or all source-separation and collection tasks are subcontracted to a recycling contractor. These contractors can provide training and on-site sorting services. Seek out the best service and the best fees (or prices) for materials targeted for recycling.
- 3. Option No. 2: Use A Hauler's Recycling Service
 - a. A hauler may offer recycling services. These services will generally be less complete than those of a full-service recycling contractor, but may be sufficient if the Contractor's own personnel can perform tasks the waste hauler does not. If the waste hauler does not provide re-sorting services or training to prevent future mis-sorting, establish an in-house training program to prevent missorting. Mis-sorted materials will be treated as waste by the hauler, and recycling savings will be lost.
 - b. Ensure that the recycling goals are indicated in the Agreement made with the waste hauler. The Agreement shall include a list of materials intended to be recycled, the recycling markets to be used, the landfill that will be used for construction waste, acceptable contamination levels, a rate schedule, amount of time needed to respond to calls for pickup, and a requirement for monthly reports of quantities collected by volume and weight of each material, charges/revenues, and markets.

4. Option No. 3: Operate An In-House Recycling Program

a. The Contractor shall be responsible for source-separation, collection, and the ordering of drop-offs and pick-ups. This option employs waste haulers that provide direct recycling services of certain recyclables and may include pick-up. Their services, fees, and/or rebates may vary depending on the material involved and other applicable factors. Other recycling services may be negotiated with the hauler.

5. Recycling by Major Subcontractors

- a. Major Subcontractors, (e.g., Mechanical and Electrical Subcontractors), may assume responsibility for their respective recycling and waste reduction programs, including but not limited to source separating, maintaining bins, and arranging drop-offs and pick-ups. These major Subcontractors may participate in any of the options listed above.
- b. Subcontractors who do their own recycling shall report applicable recycling/waste amounts to the General Contractor monthly. The General Contractor shall be responsible for tabulating quantities and submitting the results to the Owner and Architect at Substantial Completion of the Project.

- B. Required Services and Equipment
 - 1. Provide services and equipment necessary for successful recycling including the following, without limitation:
 - a. Materials sorting.
 - b. Bins.
 - c. Signs.
 - Education and training.
 - e. Monitoring.
 - f. Pick-ups.
 - g. Documentation.
 - 2. If an in-house recycling program using a waste hauler is used, identify materials intended to be recycled off-site and document all recycling accomplished.

1.5 APPLICATIONS FOR RECYCLED MATERIALS

- A. Reuse and Recycling Information: Agencies having information regarding applications and destinations for reuse and recycling construction and demolition waste materials include the following:
 - 1. Business Materials Exchange of Wisconsin. www.bmex.org.
 - 2. Construction Material Recycling Association. http://www.cdrecycling.org.
 - 3. Dane County Dept. of Public Works. http://www.co.dane.wi.us/pubworks/recyc/markets.htm.
 - 4. Habitat for Humanity. http://www.restoredane.org.
 - Solid & Hazardous Waste Education Center, UW Extension. http://www.uwex.edu/shwec.
 - 6. WasteCap Wisconsin, Inc. www.wastecapwi.org.
 - 7. Wisconsin Department of Natural Resources, http://www.dnr.state.wi.us/org/aw/wm/condemo/index.htm
- B. Examples of materials and potential applications for recyclable materials include the following, without limitation:
 - 1. Aluminum Cans, Straps, and Sheet: Recycle as a metal.
 - Asphalt: Break up and transport asphalt-to-asphalt recycling facility or recycle on site.
 - 3. Brick: Can be reused if whole, crushed for use as landscape cover, sub-base material, or fill.
 - 4. Building Components And Fixtures: Windows, doors, cabinets, hardware, plumbing and electrical fixtures may be salvaged. Porcelain plumbing fixtures may be crushed for fill.
 - Carpet and Carpet Pad: Store clean, dry carpet and pad in a closed container or trailer. Carpet may be able to be reused or recycled if sufficient quantities are generated.
 - 6. Ceiling Panels: If sufficient quantities are generated, sort by size, palletize, and shrink-wrap for shipment to and recycling by a ceiling tile manufacturer.
 - 7. Concrete: Can be crushed and graded for use as riprap, aggregate, sub-base material, or fill. Neutralize alkalinity if planting above. Remove reinforcement and other metals from concrete and sort with other metals.
 - 8. Concrete Block: Can be reused if whole, crushed for use as sub-base material or fill.
 - 9. Copper Pipe and Accessories: Recycle as a metal.

- Corrugated Cardboard and Paper: Separate for recycling into new paper products.
 Painted, waxed or muddy cardboard or paper is unsuitable for recycling and should be discarded.
- 11. Dimensional Lumber, Oriented Strand Board, Plywood, Crates, and Pallets: Sort larger pieces for reuse. Wood unsuitable for reuse may be used to manufacture particleboard and other composite wood products. Chip or shred wood for use as animal bedding, landscape use, groundcover, mulch, compost, pulp, or process fuel. Do not chip or shred stained, painted or treated wood. Some recyclers have equipment to remove nails.
- 12. Doors and Hardware: If separated for reuse, brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- 13. Glass Containers: Recycle as glass.
- 14. Gypsum Board: Gypsum wallboard to be processed and land spread must be new and clean construction scrap free of tape, joint compounds, paint, nails, screws, or other contaminants. Only regular ½" drywall, Type X drywall, and Plaster Base (standard blue board) may be used for a soil amendment. The following paper-faced gypsum panel cannot be used as a soil amendment: WR (Green Board), Sheathing (Brown/Black Board), Mold Resistant Panels or Specialty Type X. These contain additives, which may not be suitable as a soil amendment.
- 15. Land Clearing Debris: Can be chipped or shredded for use as ground cover, mulch, compost, pulp, or process fuel.
- 16. Lighting Fixtures: Separate lamps by type and protect from breakage. By Law fluorescent tubes must be recycled.
- 17. Miscellaneous Ferrous and Nonferrous Metals: Separate for recycling: banding, stud cut-offs, ceiling grid, ductwork, conduit, rebar, roofing, pipe, sheet metals, extruded metals, castings, miscellaneous steel shapes, and other metal parts.
- 18. Piping: If separated for reuse, reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinkler heads, and other components by type and size.
- 19. Precast Concrete Panels: May be able to be crushed and used for erosion control or landscape features.
- 20. Sheet Metal Scrap and Metal Duct Accessories: Recycle as a metal.
- 21. Structural Steel: Can be used in the manufacture of structural steel.
- 22. Vinyl: Siding, window extrusions, floor tiles, and sheet flooring may be able to be separated for recycling into new vinyl products.

END OF APPENDIX

SECTION 01 74 19 - SUMMARY CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name:		Contractor Name:					
Project #:	Contractor License #:		Co	ntractor Addres	s:		
	Diverted from Landfill? (If recycled or reused write YES;	Date Diverted/ Disposed	Amount Diverted	Amount Disposed		Waste Facility	
Solid Waste Material	If disposed state why not diverted)	(mm/dd/yy)	(tons)	(tons)	Name	City/State	Phone Number
Appliances							
Asphalt							
Cardboard							
Carpet							
Concrete							
Gypsum Drywall							
Land Clearing/Soil							
Masonry							
Metals: Ferrous							
Metals: Non-ferrous							
Mixed/Co-mingled Waste							
Plastic							
Roofing: Asphalt-Based							
Roofing: EPDM							
Salvaged/Surplus Materials for Reuse							
Wood: Landclearing Debris							
Wood: Scrap Lumber							
Other (specify):							
Signature:			_ Date:				

END OF SUMMARY